



CITY OF GREENACRES, FLORIDA

AGENDA

City Council Meeting

Monday, December 5, 2016 – 7:00 p.m.

City Hall Council Chambers
5800 Melaleuca Lane

Mayor and City Council

Samuel J. Ferreri, Mayor

Jonathan G. Pearce, Deputy Mayor

Lisa Rivera, Councilwoman

Peter A. Noble, Councilman

Judith Dugo, Councilwoman

Paula Bousquet, Councilwoman

District IV

District I

District II

District III

District V

Administration

Andrea McCue, City Manager

James D. Stokes, City Attorney

Joanna L. Cunningham, City Clerk

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting by contacting the City Clerk at Greenacres City Hall, 5800 Melaleuca Lane in Greenacres; Phone (561) 642-2006. **Hearing Assistance:** If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.

Attention all Lobbyists: Palm Beach County Code of Ordinances, Article VIII, entitled "Lobbyist Registration" requires the registration of all lobbyists prior to engaging in any lobbying activity with the City Council, any City Board or Committee, or any employee as defined in the aforementioned Palm Beach County Ordinance. Copies of the ordinance are available upon request in the City Clerk's Office.

Web Site: <http://www.ci.greenacres.fl.us>

Notice: Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to Chapter 286.0105, F.S., the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

1. **Call To Order and Roll Call.**

2. **Pledge of Allegiance to the Flag.**

3. **Comments From the Public for Agenda Items Only.**

4. **Agenda Approval.**

A. Additions, deletions, or substitutions to the Agenda.

B. Motion to approve and adopt entire agenda as set.

5. **Special Business.** – None.

6. **Consent Agenda.**

A. Motion to Approve Consent Agenda.

1. **Official Minutes:** City Council Meeting of November 7, 2016 – Joanna Cunningham, City Clerk

2. **Plat Approval (SP-14-01):** Approval of the Plat for Whitney Park located at 4924 2nd Street on the north side of Bowman Street approximately 300 feet east of Haverhill Road and will consist of twenty-four (24) single family dwelling units on a 5.114 acre site; pursuant to Staff Memo–Kara Irwin-Ferris, Acting Planning & Engineering Director.

7. **Regular Agenda.**

A. **Resolution 2016-49:** Authorizing the execution of the Fiscal Year 2016-2017 Community Development Block Grant (CDBG) Agreement for Phase 3 of the Stormwater Drainage Enhancement in the Original Section; and providing for an effective date; pursuant to Staff Memo. - Kara Irwin-Ferris, Acting Planning & Engineering Director.

B. **Resolution 2016-50:** Authorizing the execution of the Interlocal Agreement with Northern Palm Beach County Improvement District for the implementation of the fourth term National Pollution Discharge Elimination System (NPDES) permit issued by the Florida Department of Environmental Protection (FDEP); authorizing the Mayor to execute the agreement and authorizing appropriate City officials to administer the agreement; pursuant to Staff Memo–Carlos Cedeño, Director of Public Works.

- C. **Resolution 2016-51:** Providing Notice of the 2017 Municipal Election to be held on March 14, 2017, pursuant to the City Charter, Articles I through IV, and Chapters 97 through 106, Florida Statutes; designating the date, time and place to qualify and file for the offices of the Mayor and City Council District Seats I and V for the 2017 Municipal Election; setting filing fees; authorizing the appointment of election boards for sixteen (16) precincts in eight (8) polling locations; authorizing the City Clerk to serve as the filing officer; authorizing the Palm Beach County Supervisor of Elections, the City Manager, the City Attorney, the City Clerk or their designee to serve as the canvassing board for the City; and providing for the Supervisor of Elections to count the ballots and certify the results; pursuant to Staff Memo – Joanna Cunningham, City Clerk.
 - D. **Resolution 2016-52:** Authorizing the execution of the Agreement for Election Services between the Palm Beach County Supervisor of Elections and the City of Greenacres and authorizing the Mayor to execute the Agreement; pursuant to Staff Memo – Joanna Cunningham, City Clerk.
 - E. **Charter Review Committee:** Ratification of the Charter Review Committee; pursuant to Staff Memo – Andrea McCue, City Manager.
8. **Comments from the Public.**
9. **Discussion Items:**
- A. CIP Project – Rambo Park Expansion
 - B. Voter Participation in March 2017 Municipal Election
10. **Staff Comments.**
- A. **City Manager's Report.**
 - 1. Building Department Report
 - 2. Finance Department Report
 - 3. Fire Rescue Department Report
 - 4. Leisure Services Department Report
 - 5. Planning & Engineering Department Report
 - 6. Public Works Department
 - B. **City Attorney's Report.**
12. **Mayor and City Council Reports.**
13. **Adjournment.**

NOTICE OF COUNCIL MEETINGS AND AGENDAS

The first and third Monday of each month are regular meeting dates for the City Council; Special Meetings or Workshops may be called on the second and fourth Mondays of the month, or whenever necessary. Council agendas are posted on the City's website no later than Friday prior to each Council meeting. A public copy of the complete agenda is available for review in the City Clerk's Office at City Hall. Questions regarding the agenda may be directed to the City Clerk at (561) 642-2006.

December 2016 - Calendar of Meetings and Events

12-07-16	Planning Commission Meeting - CANCELLED	7:00 p.m.
12-19-16	City Council Meeting- CANCELLED	7:00 p.m.
12-22-16	Planning Commission Meeting- CANCELLED	7:00 p.m.
12-23-16	Christmas Holiday – City Offices Closed	
12-26-16	Christmas Holiday – City Offices Closed	

January 2017 - Calendar of Meetings and Events

01-02-17	City Offices Closed	Holiday
01-04-17	Planning Commission Meeting -Tentative	7:00 p.m.
01-09-17	City Council Meeting	7:00 p.m.
01-16-17	City Offices Closed	Holiday
01-23-17	City Council Meeting	7:00 p.m.
01-31-17	Candidate Qualifying Begins	Noon

CITY OF GREENACRES

OFFICIAL MINUTES TRACKING

Council/Board: city Council Meeting

Meeting Date: 11-7-16

Transcribed by: mf No. of Pages: 6 Transcription Time: 3.0

REVIEW OF MINUTES

Reviewed By:

Name/Initials	Date	Revisions	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

APPROVAL OF MINUTES

Meeting Date: _____

Motion By: _____ Seconded By: _____

Check One: ☐ Approved ☐ Tabled ☐ Denied Vote: _____

Changes requested by Council or Board? ☐ Yes ☐ No

If yes, note changes: _____

Date Scanned and Filed: _____ By: _____



OFFICIAL MINUTES

CITY OF GREENACRES
5800 Melaleuca Lane
Greenacres, FL 33463

CITY COUNCIL MEETING
Monday, November 7, 2016– 7:00 PM

1. Call To Order and Roll Call.

Mayor Ferreri called the City Council Meeting of Monday, November 7, 2016 to order at 7:00 p.m. City Clerk Joanna Cunningham called the roll.

ROLL CALL:

Council Present:

Samuel J. Ferreri, Mayor
Jonathan G. Pearce, Deputy Mayor
Peter A. Noble, Councilman
Judith Dugo, Councilwoman
Paula Bousquet, Councilwoman

Absent:

Lisa Rivera, Councilwoman

Attendees: 5

Press: 1

Staff Present:

Andrea McCue, City Manager
James D. Stokes, City Attorney
Joanna Cunningham, City Clerk
Michael Grimm, Director/Building
Jim McInnis, Acting Director/Finance
Mark Pure, Fire Chief/Fire Rescue Department
Suzanne Skidmore, Acting Director/Human Resources
Michele Thompson, Director/Leisure Services
Kara Irwin Ferris, Acting Director/Plng. & Eng.
Melody Larson, Assistant to the City Clerk
Capt. Sean Murray/PBSO

2. Pledge of Allegiance to the Flag.

Mayor Samuel J. Ferreri led the Pledge of Allegiance.

3. Comments From the Public for Agenda Items Only.

Mayor Ferreri asked if there were comments from the public; hearing none, he continued with the Agenda.

4. Agenda Approval.

- A. Additions, deletions, or substitutions to the Agenda.
- B. Motion to approve and adopt entire agenda as set.

Mayor Ferreri inquired if there were any additions, deletions or substitutions to the Agenda; hearing none, he called for a motion.

MOTION: Councilwoman Dugo made a motion to approve the Agenda.
Councilwoman Bousquet seconded the motion.

VOTE ON THE MOTION: In Favor: Deputy Mayor Pearce, Councilman Noble,
Councilwoman Dugo, and Councilwoman Bousquet.

Motion carried: 4 - 0.

5. Special Business. None.

6. Consent Agenda.

A. Mayor Ferreri asked Council if they wished to pull any of the four (4) Consent Agenda items; hearing none, he called for a motion.

1. **Official Minutes:** City Council of October 17, 2016 – Joanna Cunningham, City Clerk.
2. **Official Minutes:** Special City Council of October 24, 2016 – Joanna Cunningham, City Clerk.
3. **Official Minutes:** City Council Workshop of October 24, 2016 – Joanna Cunningham, City Clerk.
4. **Resolution No. 2016-43:** Satisfying certain liens imposed against residential property, pursuant to Section 15-32, City of Greenacres Code; pursuant to Staff Memo – James McInnis, Acting Finance Director.

MOTION: Councilwoman Bousquet made a motion to approve the four (4) Consent Agenda items. Councilwoman Dugo seconded the motion.

VOTE ON THE MOTION: In Favor: Deputy Mayor Pearce, Councilman Noble,
Councilwoman Dugo, and Councilwoman Bousquet.

Motion carried: 4 - 0.

7. Regular Agenda:

- A. **PUBLIC HEARING:** **Ordinance No. 2016-28:** Second Reading Amending Chapter 12 Subdivision and Land Development Regulations, Article III Improvements and Design Standards, Section 12-58 Drainage; to coordinate with the city's floodplain management regulations in Chapter 4; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date; pursuant to Staff Memo and Staff Report - Kara Irwin-Ferris, Acting Planning & Engineering Director.

City Clerk Joanna Cunningham read Ordinance No. 2016-28 into the record on second reading.

Kara Ferris, Acting Director of Planning and Engineering, reported there were no changes since the first reading of the Ordinance. She addressed the Mayor's previous inquiries regarding non-conformities by explaining that most were addressed with the changes that were made to Chapter 4 of the City Code. Some non-conformities were created however, most homes meet the freeboard requirement; therefore, staff recommends approval of Ordinance No. 2016-28.

Mayor Ferreri called on Council members for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Ordinance No. 2016-28 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

MOTION: Deputy Mayor Pearce made a motion to approve Ordinance No. 2016-28 on second reading. Councilwoman Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Pearce, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

Motion carried: 4 - 0.

- B. **Resolution 2016-47:** Authorizing the execution of a lease agreement between Apple, Inc. and the City of Greenacres for the acquisition of twenty-eight iPad Pro tablets and providing for an effective date; pursuant to Staff Memo – James McInnis, Acting Finance Director.

Joanna Cunningham, City Clerk, read Resolution No. 2016-47 into the record.

Acting Finance Director Jim McInnis reported on the efficiency and effectiveness of using iPads to create paperless agendas, improve the sharing of information and ease of portability. After researching Apple iPads, the Samsung Galaxy Notepad and Lenovo ThinkPad, Apple's iPad was selected for its superior business applications and compatibility with the City's current software in use. Data plans would be provided by Verizon Wireless. He provided technical details of the iPad tablet and explained that procurement would be through a 24-month lease plan with a 20% discount. The cost of \$29,696 minus the 20% discount provides a total cost of \$23,757 or \$990/month for (28) tablets. At the end of the lease plan, iPads may be exchanged for new leased ones or purchased at fair market value. He stated staff recommends approval of Resolution 2016-47.

Mayor Ferreri called on Council members for comments.

Council and staff discussed code enforcement officers being able to use the iPads for issuing citations in the field; a New World Systems app for tablet use at a fairly significant cost; the breakdown by department on the number of tablets to be purchased, accountability in the event of loss, an Apple Care Plus Plan that covers

repairs; creating a policy, training, small printers for use in the field; and using air-ready printers.

MOTION: Deputy Mayor Pearce made a motion to approve Resolution No. 2016-47 for the purchase of (28) Apple iPads. Councilwoman Dugo seconded the motion.

Discussion on the Motion:

Mayor Ferreri asked about the delivery time. Acting Director McInnis reported delivery by next week and added that the City has the necessary documentation ready to enter into the lease agreement.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Pearce, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

Motion carried: 4 - 0.

8. **Comments from the Public.** None.

9. **Discussion Item:** None.

10. **Staff Comments:**

A. **City Manager's Report:**

City Manager Andrea McCue updated Council on the following:

City Website: – Progress on the new website design was reviewed and changes were recommended. Other department feedback is being sought. This project is on track.

Spray Safe Locations: Leisure Services and Parks Division staff identified several locations within City parks for the placement of spray machines. The City Attorney made changes to the location agreement which have been accepted by Spray Safe. This service is being provided at no cost to the City. The machines will be placed near concession areas and pavilions in Ira Van Bullock Park, north and south sides of Freedom Park, Community Park and Veteran's Park. Also discussed were sunblock machines especially at the soccer fields at Freedom Park.

Health/Dental Insurance Rates: There will be no increases in 2017 for medical, and dental coverage will be slightly reduced. Open enrollment is underway.

Food Truck Invasion: The City's first food truck invasion went well and the turnout was great. We are looking forward to the next one on November 30th.

B. **City Attorney's Report.**

City Attorney James Stokes reported that the agreements for Special Magistrates were mailed.

11. Mayor and City Council Reports.

Councilwoman Bousquet

- Textile Recycling Program

Councilwoman Bousquet discussed implementing a textile recycling program to create a small revenue stream for the City's afterschool program.

City Manager McCue explained that the textile recycling program would provide textile recycling containers to municipalities in exchange for approximately \$100,000 in revenue plus additional benefits from clothing drives. The City of Davy created an endowment fund that provides money to local non-profit organizations. A code amendment may be required. She suggested having a textile recycling representative attend a Council meeting to explain the program. She agreed that the funds could be used for the City's Youth Program or other Leisure Services programs. Other benefits include monies derived from clothing drives and \$5,000 in family vouchers for City allocation. She asked Council if they wished to proceed. The consensus was favorable.

Mayor Ferreri pointed out there are currently four (4) illegal textile containers throughout the City.

Building Director Grimm was looking forward to creating an ordinance to address the illegal containers and removing them with the citation process and establishing specific locations in Government Use (GU) zoning districts.

- Charter Review Committee (CRC)

Councilwoman Bousquet urged those Council members who had not yet made their CRC selection to do so and suggested ratifying the CRC members at the next City Council meeting.

Deputy Mayor Pearce

- Weekend Code Enforcement

Deputy Mayor Pearce asked when would weekend code enforcement begin and inquired on the status of the new special magistrate citations. He wanted assurance that the Code Enforcement Board (CEB) members had been informed that their board status was not in jeopardy with the implementation of a new special magistrate.

Building Director Grimm reported that training of a new code enforcement officer was underway. This officer will not be ready for weekend enforcement at this time. He reported that the City's code enforcement officers continue to conduct weekend inspections. The citation form is complete and ready for printing.

Director Grimm reported that concerned CEB board members were informed about the special magistrate/citation process.

Councilwoman Dugo

Councilwoman Dugo thanked City Manager McCue for working on the Spray Safe Program noting that Greenacres would be one of the first cities to implement such a program.

She agreed with Councilwoman Bousquet on ratifying the existing members of the Charter Review Committee.

12. Adjournment.

Councilwoman Dugo moved to adjourn the meeting, seconded by Councilwoman Bousquet. The meeting adjourned at 7:32 p.m.

CITY COUNCIL

Respectfully submitted,

Samuel J. Ferreri
Mayor

Joanna Cunningham,
City Clerk

Date Approved: _____

/mel

CITY OF GREENACRES

Council Agenda Memo
2016.11KF03.003

Approved by City Council	
on _____	by a vote of _____
_____ City Clerk	_____ Date

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, Acting Planning and Engineering Director

SUBJECT: **Plat Approval for Whitney Park (a.k.a Bowman Pines) (SP-14-01)**
City Council Agenda Item for 12-05-16

DATE: November 30, 2016

COPIES: James D. Stokes, City Attorney
Joanna Cunningham, City Clerk
File: SP-14-01

Background:

The Bowman Pines development is to be located at 4924 2nd Street on the north side of Bowman Street approximately 300' east of Haverhill Road and will consist of 24 single-family dwellings on a 5.114-acre site. The plat was submitted pursuant to the requirements of the Site Plan approval by the City Council on August 4, 2014.

Analysis:

The review indicates that the attached plat accurately reflects the Site Plan and complies with the City's Subdivision Code requirements.

Legal:

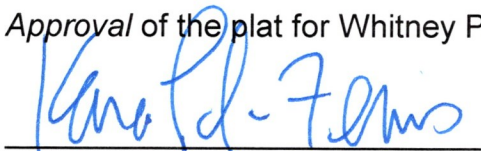
The plat has been reviewed in accordance with the requirements of Chapter 12 of the City Code and Chapter 177, Florida Statutes.

Financial:

The developer has paid the Recreation fee of \$62,510.76 and the Government Services fee of \$25,004.30 in accordance with Article IV of the Subdivision Regulation per the parks and recreation and governmental services.

Staff Recommendation:

Approval of the plat for Whitney Park (a.k.a Bowman Pines).

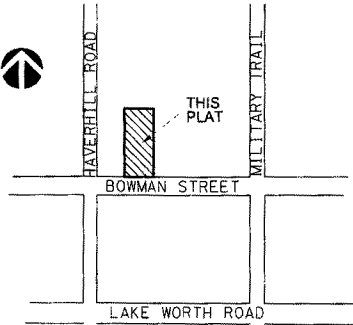


Kara L. Irwin-Ferris
Acting Planning and Engineering Director

Attachments: Plat

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264
Prepared by Jeff S. Hodapp, P.S.M.
947 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-6182

WHITNEY PARK
THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER
OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST,
CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
NOVEMBER, 2016



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____
THIS ____ DAY OF _____
201__, AND DULY RECORDED
IN PLAT BOOK ____ ON PAGES
____ THROUGH ____
SHARON R. BOCK, CLERK
AND COMPTROLLER
BY: _____ DC

SHEET 1 OF 2

DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT DR HORTON, INC., A DELAWARE CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA, OWNER OF THE LANDS SHOWN HEREON, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, SHOWN HEREON AS "WHITNEY PARK", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA AND CONTAIN 5.114 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT R, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

2. TRACTS A, B AND C, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, FOR DRAINAGE, BUFFER AND OPEN SPACE PURPOSES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

3. TRACT Z, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF GREENACRES FOR ROADWAY PURPOSES.

4. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

5. THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

6. THE CITY OF GREENACRES, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

7. THE TWELVE FOOT WIDE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO THE TRACTS FOR PRIVATE ROAD PURPOSES, AND THE 20 FOOT WIDE UTILITY EASEMENT, AS SHOWN HEREON, ARE NON-EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING BUT NOT LIMITED TO POTABLE WATER PIPE LINES, RAW WATER PIPE LINES, WASTEWATER PIPE LINES, RECLAIMED WATER PIPE LINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IF OTHERWISE APPROVED BY THE CITY OF GREENACRES AND PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF GREENACRES AND PALM BEACH COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

8. ALL TRACTS FOR PRIVATE STREET PURPOSES, AS SHOWN HEREON, ARE HEREBY SUBJECT TO AN OVERLYING NON-EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING BUT NOT LIMITED TO POTABLE WATER PIPE LINES, RAW WATER PIPE LINES, WASTEWATER PIPE LINES, RECLAIMED WATER PIPE LINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. IF OTHERWISE APPROVED BY THE CITY OF GREENACRES AND PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF GREENACRES AND PALM BEACH COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, DR HORTON, INC., A DELAWARE CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF _____, 201__.

DR HORTON, INC.
A DELAWARE CORPORATION

BY: _____
PRINT NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF DR HORTON, INC., A DELAWARE CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 201__
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____
STATE OF FLORIDA

AREA TABLE

TRACTS A, B, C	58,085 SF
TRACT R	27,717 SF
TRACT Z	321 SF
LOTS 1-24	136,637 SF
TOTAL	222,760 SF

CITY APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT OF WHITNEY PARK HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF GREENACRES, FLORIDA, THIS ____ DAY OF _____, 201__.

BY: _____
SAMUEL J. FERRERI, MAYOR

BY: _____
LISA A. TROPEPE, CITY ENGINEER

BY: _____
ANDREA MCCUE, CITY MANAGER

BY: _____
JOANNA CUNNINGHAM, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR FOR THE CITY OF GREENACRES, FLORIDA, AND DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES.

DATE: _____
GARY M. RAYMAN, PSM #LS2633
PROFESSIONAL SURVEYOR AND MAPPER
ENGENUITY GROUP, INC.
1280 NORTH CONGRESS AVENUE SUITE 101
WEST PALM BEACH, FL 33409

HOMEOWNERS' ASSOCIATION ACCEPTANCE

STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS ____ DAY OF _____, 201__.

WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION, NOT FOR PROFIT

WITNESS: _____ BY: _____, PRESIDENT
PRINT NAME: _____

WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT IS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 201__.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

PRINT NAME: _____

TITLE CERTIFICATION

STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN DR HORTON, INC., A DELAWARE CORPORATION; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ BY: _____

_____, ATTORNEY AT LAW
MEMBER OF THE FLORIDA BAR
LICENSE NUMBER _____

NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24-44-42 (NORTH R/W LINE OF BOWMAN STREET) HAVING A BEARING OF SOUTH 87°32'02" EAST, AS DETERMINED FROM STATE PLANE COORDINATES AS ESTABLISHED BY THE PALM BEACH COUNTY ENGINEERING DIVISION BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT, ACCORDING TO DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS RUSK AND RUNNER.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF GREENACRES ZONING REGULATIONS.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE RIGHTS GRANTED.
- ALL LINES WHICH INTERSECT CURVED LINES ARE NON-RADIAL UNLESS NOTED AS BEING RADIAL.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- ALL DISTANCES SHOWN ARE GROUND DISTANCES. SCALE FACTOR USED FOR THIS PLAT WAS 1.0000357.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S.") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.S."), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF GREENACRES FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF GREENACRES, AND PALM BEACH COUNTY, FLORIDA.

JEFF S. HODAPP, P.S.M. _____ DATE _____
LICENSE NO. LS5111
STATE OF FLORIDA
PERIMETER SURVEYING & MAPPING, INC.
947 CLINT MOORE ROAD
BOCA RATON, FL 33487
CERTIFICATION OF AUTHORIZATION NO. LB7264

NOTARY	NOTARY	DR HORTON, INC.	WHITNEY PARK HOMEOWNERS' ASSOCIATION, INC.	CITY OF GREENACRES	CITY ENGINEER	REVIEWING SURVEYOR	SURVEYOR

CITY OF GREENACRES

ORDINANCE NO. 2016-_____

RESOLUTION NO. 2016- 49

Subject: _____

Agreement- FY 17 CDBG Grant Agreement for
Original Section Ph3 Stormwater Drainage

DEPARTMENT: P&E

NOTE: F.S. 166.041 and Code of Ordinances Section 16-33: Notice of Public Hearings, Advertising requirements for Annexations, Special Exception, Variances, Zoning Changes and Zoning Text Amendments

Planning Commission - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council - 1st Reading - 12-5-16

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council - 2nd Reading - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

*Legend

P = Passed

T = Tabled

D = Denied

Public Notice Required?

Yes

☐

No

☒

Staff Report Needs Updating?

Yes

☐

No

☒

Annexation Notification Required?

Yes

☐

No

☒

Transmittal to DCA ?

Yes

☐

No

☒

Codification Required?

Yes

☐

No

☒

PBC Recording Required?

Yes

☐

No

☒

CITY OF GREENACRES

Council Agenda Memo
2016.11KF3.002

TO: Mayor and City Council

FROM: Kara L. Irwin-Ferris, Acting Planning & Engineering Director

SUBJECT: **Resolution 2016-49**
Original Section Phase 3 Stormwater Drainage Enhancement
Department of Economic Sustainability 2016-2017 CDBG Agreement
City Council Agenda Item for 12-05-16

DATE: November 28, 2016

COPIES: James D. Stokes, City Attorney
Joanna Cunningham, City Clerk
File: CDBG 2016-2017

Background:

On April 8, 2016, the City of Greenacres applied to the Palm Beach County Department of Economic Sustainability (DES) for a Community Development Block Grant (CDBG) for Fiscal Year 2016-2017. The project will install new drainage improvements in the area along First Street from Swain Boulevard east to Jackson Avenue in the Original Section. The current estimated cost of the work is \$350,000.00. PBC DES notified the City that the FY2016-2017 CDBG application was approved with a funding amount of \$125,341.00.

Analysis:

In order to proceed with the project, the attached Agreement between Palm Beach County and the City of Greenacres needs to be approved by the City Council. This Agreement is similar to the previous CDBG agreements between Palm Beach County and the City of Greenacres.

Legal:

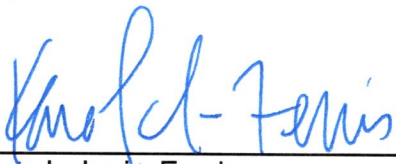
The Resolution has been prepared in accord with applicable City Code requirements.

Financial:

The CDBG Agreement provides \$125,341.00 of the \$350,000.00 estimated construction cost of the project. The remaining portion of funds needed to complete the project has been budgeted in the FY 2016/17 budget.

Staff Recommendation:

Approval of the FY 2016-2017 CDBG Agreement through the adoption of Resolution 2016-49.



Kara L. Irwin-Ferris
Acting Planning & Engineering Director

Attachments:

1. Resolution 2016-49
2. CDBG Agreement

RESOLUTION NO. 2016-49

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE FISCAL YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR PHASE 3 OF THE STORMWATER DRAINAGE ENHANCEMENT IN THE ORIGINAL SECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it was determined there is a need for the following project to be undertaken: Phase 3 of the Stormwater Drainage Enhancement in the Original Section of the City of Greenacres; entailing the continuation of stormwater drainage piping on First Street west of Swain Boulevard to enhance stormwater storage and conveyance in the area along and north of First Street, south of Biscayne Drive, east of Swain Boulevard and west of Jackson Avenue. The project also includes restoration of pavement and sidewalks disturbed by the construction; and

WHEREAS, funding for this project has been approved and will result in greatly needed improvements to Greenacres' Original Section; and

WHEREAS, these improvements will benefit the residents of the established Community Development Block Grant "Target Area", as well as the residents of surrounding areas of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council grants authorization for the execution of the FY 2016-2017 Community Development Block Grant (CDBG) funding for the Phase 3 of the Stormwater Drainage Enhancement in the Original Section of the City of Greenacres attached hereto as Exhibit A.

Section 2. That the appropriate City officials are hereby authorized to execute all necessary documents required to effectuate the terms of the agreement.

Section 3. This resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 5th day of December, 2016.

Voted

Samuel J. Ferreri
Mayor

()
Jonathan G. Pearce
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

()
Lisa Rivera
Councilwoman, District I

()
Peter Noble
Councilman, District II

()
Judith Dugo
Councilwoman, District III

()
Paula Bousquet
Councilwoman, District V

Approved as to Form and Legal Sufficiency:

James D. Stokes
City Attorney

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF GREENACRES

THIS AGREEMENT, entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Greenacres, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 5800 Melaleuca Lane, Greenacres, FL 33463

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the City of Greenacres, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Greenacres to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Greenacres.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality shall implement the herein described drainage improvements along 1st Street from Swain Blvd. east to Jackson Avenue which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$125,341 for the period of January 10, 2017 through and including March 1, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant No. B-16-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to March 1, 2018.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for work performed and/or payments made by the Municipality, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

- (A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**
The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.
- (B) **FINANCIAL ACCOUNTABILITY**
The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.
- (C) **SUBCONTRACTS**
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.
- (D) **PURCHASING**
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-102, A-128, and 2 CFR Part 200, which are incorporated herein by reference.
- (E) **REPORTS, AUDITS, AND EVALUATIONS**
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) **ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS**
DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.
- (G) **PRIOR WRITTEN APPROVALS - SUMMARY**
The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:
- (1) All subcontracts and agreements pursuant to this Agreement;
 - (2) All capital equipment expenditures of \$1,000 or more;
 - (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);

- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) **PROGRAM - GENERATED INCOME**

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

The requirements of this section shall survive the expiration of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$750,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will provide technical assistance to the Municipality, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This provision shall survive the expiration or termination of this Agreement.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

19. INSURANCE BY MUNICIPALITY:

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Certificate(s) of Insurance Prior to execution of this Agreement, the Municipality shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event County discontinues its use of the insurance tracking system named herein, the County shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

20. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

22. CITIZEN PARTICIPATION

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

23. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (B) Office of Management and Budget Circulars A-102, A-133, and 2 CFR Part 200;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

25. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

26. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

28. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

29. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

30. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

32. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

33. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

34. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

35. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-one (21) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, _____.

(MUNICIPALITY SEAL BELOW)

CITY OF GREENACRES

By: _____
Samuel J. Ferreri, Mayor

By: _____
Joanna L. Cunningham, City Clerk

By: _____
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako,
Assistant County Attorney

By: _____
Sherry Howard,
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. MUNICIPALITY OBLIGATIONS:

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the installation of storm water drainage improvements along 1st Street from Swain Blvd. east to Jackson Avenue in the City of Greenacres. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

- B. PROJECT SCOPE:** The scope of the drainage improvements shall include tasks required to install a storm water drainage system consisting of inlets and piping along the roadway noted herein. Work performed shall include, but not be limited to, drainage pipe and inlet installations, roadway paving, sidewalks, driveways, swales, traffic control items and other work associated with, and consistent with, the installation of drainage improvements.

- (1) Should the Municipality use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note the specified brand name or names are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

- (2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

- (3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

- (4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

- (5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

(6) Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount. The County's participation in this reimbursement method shall be at their sole discretion.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.
- G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **MONTHLY PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be March 1, 2018. The Municipality shall meet these performance requirements by the timely performance and completion of the following tasks:

Advertise & Accept Bids by	March 1, 2017
Start Construction by	June 1, 2017
Complete Construction by	December 1, 2017
Submit Final Reimbursement Request by	January 31, 2018

- I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit "B" to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.

- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
- (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or termination of this Agreement.

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$125,341. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis-Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT "B"
PALM BEACH COUNTY ECONOMIC SUSTAINABILITY
MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____		
Sub-recipient Name:	City of Greenacres		
Project Name:	Storm Drainage: 1 st Street from Swain Blvd to Jackson Avenue		
Report Prepared By:	<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div>Signature</div> <div>Date</div> </div>		

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:\$_____ Other Funds:\$_____

Amounts Expended to Date:

////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 125,341	\$	%
Other Funds:_____	\$	\$	%
Other Funds:_____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

I, _____, do hereby certify that the City of Greenacres has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph H) referenced in the Agreement during this reporting period.

Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Municipality
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Municipality (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Municipality (or Municipality, as applicable).

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Municipality (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Municipality (or Municipality, as applicable) or by DES upon request.
- (c) If the Municipality (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.
 - 1. An Asbestos Abatement Specification (Work Plan)
 - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Municipality (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality (or Municipality, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Municipality (or Municipality, as applicable).

- (a) Asbestos Abatement work may be contracted by the Municipality (or Municipality, as applicable) or by DES upon request.
- (b) If the Municipality (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Municipality (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality (or Municipality, as applicable).
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Municipality (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Municipality (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Municipality (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Municipality (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Municipality (or Municipality, as applicable).

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Municipality (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Municipality (or Municipality, as applicable).

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Municipality (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Municipality (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

CITY OF GREENACRES

ORDINANCE NO. 2016-_____

RESOLUTION NO. 2016- 50

Subject: Agmt - 4th Term NPDES Interlocal Agreement

DEPARTMENT: Public Works

NOTE: F.S. 166.041 and Code of Ordinances Section 16-33: Notice of Public Hearings, Advertising requirements for Annexations, Special Exception, Variances, Zoning Changes and Zoning Text Amendments

Planning Commission - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 1st Reading - 12-5-16

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 2nd Reading - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

*Legend

P = Passed

T = Tabled

D = Denied

Public Notice Required?

Staff Report Needs Updating?

Annexation Notification Required?

Transmittal to DCA ?

Codification Required?

PBC Recording Required?

Yes

☐

No

☒

Yes

☐

No

☐

Yes

☐

No

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Yes

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No

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Yes

☐

No

☐

Yes

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No

☒

CITY OF GREENACRES

INTEROFFICE MEMORANDUM 2016.11CC4.01

TO: Mayor and City Council

FROM: Carlos I. Cedeño, Public Works Director

RE: **Fourth Term NPDES Interlocal Agreement**
Council Agenda Item for 12-05-16

DATE: November 14, 2016

COPIES: Andrea McCue, City Manager
James D. Stokes, City Attorney
Joanna Cunningham, City Clerk

Background:

The Clean Water Act is the primary federal law governing water pollution. The Act established the goals of eliminating releases of high amounts of toxic substances into water, eliminating additional water pollution by 1985, and ensuring that surface waters would meet standards necessary for human sports and recreation by 1983. The National Pollutant Discharge Elimination System (NPDES) is a permit system for regulating point sources of pollution. Point sources include:

- Industrial facilities (including manufacturing, mining, oil and gas extraction, and service industries)
- Municipal governments and other government facilities (such as military bases), and
- Some agricultural facilities, such as animal feedlots.

Point sources may not discharge pollutants to surface waters without a permit from the NPDES. This system is managed by the United States Environmental Protection Agency (EPA) in partnership with state environmental agencies. NPDES permits provide for water quality standards and the monitoring of water bodies to meet those standards.

The EPA issued a permit to forty (40) governmental entities in Palm Beach County, Florida on January 19, 2011 for Third Term of the National Pollution Discharge Elimination System (NPDES). The third term permit was issued on February 23, 2011 and was extended through March 1, 2016.

The Fourth Term of the Interlocal Agreement begins the date that the Agreement is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year renewal process, unless otherwise terminated. The Interlocal Agreement is similar to the second term permit utilized during the previous eight year period.

Analysis:

Due to the number of co-permittees and the tasks that must be performed pursuant to each Municipal Separate Storm Sewer System (MS4) NPDES Permit, the 40 governmental entities in Palm Beach County agreed that it is more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits to one lead entity - the Northern Palm Beach County Improvement District (NPBCID). The Agreement ensures that the joint responsibilities between all the co-permittees and the lead permittee (NPBCID) will be executed properly and the standardized reports will be submitted in a timely manner to the EPA.

The City agrees to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid to the North Palm Beach County Improvement District. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year.

Financial:

The City of Greenacres' portion of the Interlocal Agreement funding is \$19,846.00 for the first year of the fourth term which covers the period through September 30, 2017. The funding includes a ten percent (10%) contingency should any unexpected expenses occur. The funding has been included in the Fiscal Year 2017 budget. Future costs for years two (2) through five (5) of the second year of the fourth term permit will be reviewed each January for inclusion in the annual budgets.

Legal:

The Resolution has been prepared in accordance with City Codes and policies.

Staff Recommendation:

Approval of Resolution No. 2016-50, approving NPDES Fourth Term Permit Interlocal Agreement between the Northern Palm Beach County Improvement District and the City of Greenacres.



Carlos I. Cedeño
Public Works Director

Attachments:
Resolution No. 2016-50
NPDES Fourth Term Interlocal Agreement

RESOLUTION NO. 2016-50

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT WITH NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT FOR THE IMPLEMENTATION OF THE FOURTH TERM NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT ISSUED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING APPROPRIATE CITY OFFICIALS TO ADMINISTER THE AGREEMENT.

WHEREAS, the United States Environmental Protection Agency issued a National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000018 which is applicable to 40 governmental entities located in Palm Beach County, Florida; and

WHEREAS, the Co-Permittees who make up the governmental bodies subject to the NPDES Permit have appointed the Northern Palm Beach County Improvement District (NPBCID) as the "Lead Permittee" for the purposes of assisting all co-permittees in the collection of general data required pursuant to the NPDES Permit and submission of reports to the Florida Department of Environmental Protection; and

WHEREAS, it would be in the best interest of the City of Greenacres to execute the NPDES Fourth Term Permit Interlocal Agreement with the NPBCID which agreement sets forth both parties respective duties and obligations regarding fulfillment of the terms and conditions of the fourth NPDES Permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council hereby authorizes the appropriate City Officials to execute all necessary documents required to effectuate the terms of the NPDES Fourth Term Permit Interlocal Agreement with NPBCID.

Section 2. This resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 5th of December, 2016.

Voted

Samuel J. Ferreri
Mayor

_____(_____)_____
Jonathan G. Pearce
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

_____(_____)_____
Lisa Rivera
Councilman, District I

_____(_____)_____
Peter Noble
Councilman, District II

_____(_____)_____
Judith Dugo
Councilman, District III

_____(_____)_____
Paula Bousquet
Councilman, District V

Approved as to Form and Legal Sufficiency:

James D. Stoke
City Attorney

MS4 NPDES FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT

This MS4 NPDES Fourth Cycle Permit Interlocal Agreement (the "Agreement") is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and CITY OF GREENACRES (hereinafter referred to as "the Co-Permittee").

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities conducted under the MS4 NPDES Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it has been previously determined that it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the

Lead Permittee; and

WHEREAS, the parties hereto have previously entered into interlocal agreements regarding the MS4 NPDES Permit, most recently a Third Term Permit Interlocal Agreement, which agreement continues from year to year, subject to the annual Funding Year renewal process set forth in Section 3.03 of said agreement, unless otherwise terminated in accordance with other provisions of said agreement; and

WHEREAS, the MS4 NPDES Third Term Permit expired March 1, 2016; and

WHEREAS, the Permittees timely submitted a re-application for a permit renewal, thereby administratively continuing the MS4 NPDES Third Term Permit until such time as a new NPDES permit was issued; and

WHEREAS, FDEP issued an MS4 NPDES Permit for a Fourth Cycle, hereinafter referred to as the "MS4 NPDES Fourth Cycle Permit", on September 8, 2016; and

WHEREAS, Section 4.02 of the NPDES Third Term Permit Interlocal Agreement provides, in pertinent part, that any changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of that agreement, are expressly excluded from and not a subject of said agreement unless and until agreed to by written agreement of the parties; and

WHEREAS, the MS4 NPDES Fourth Cycle Permit contains several changes, modifications, revisions, or additions to the terms of the MS4 Third Term Permit, thereby necessitating this MS4 Fourth Cycle Permit Interlocal Agreement in lieu of an amendment to the prior agreement; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby

designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The City of Greenacres is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

SECTION THREE TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

SECTION FOUR SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified as being its individual responsibility in the MS4 NPDES Permit.

4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, MS4 NPDES permits must be consistent with the requirements of FDEP-adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.

It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

SECTION FIVE BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Resolution"), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit "B".

Section 2 of the Resolution incorporates by reference the "NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures") which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the MS4 NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the MS4 NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above, the parties agree that for the upcoming 2016/2017 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of Nineteen Thousand Eight Hundred Forty-Six dollars (\$19,846.00), which sum represents payment of both the Lead Permittee's Services for the

upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2016/2017 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2016, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31st of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

SECTION SIX PAYMENT PROCEDURE

The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2016 or in twelve (12) equal monthly installments commencing on October 15, 2016, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties' agreement as to a particular Funding Year's payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by the remaining months of that particular Funding Year and paid to the Lead Permittee in equal

monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

SECTION SEVEN OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be entitled to receive a refund from the Lead Permittee for any monies that the Co-Permittee has

previously paid pursuant to this Agreement unless the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement. In that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for its allocable share of the amount of such reduction in costs and expenses.

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

SECTION EIGHT ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

8.01. Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.03. Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process.

SECTION NINE MISCELLANEOUS PROVISIONS

9.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee: Northern Palm Beach County Improvement District
 359 Hiatt Drive
 Palm Beach Gardens, Florida 33418
 Attn: Executive Director
 Phone: (561) 624-7830
 Fax: (561) 624-7839

With a copy to: Betsy S. Burden, Esq.

Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401
Phone: (561) 655-0620
Fax: (561) 655-3775
Email: burden@caldwellpacetti.com

As to Co-Permittee:

Name of Authorized Representative: Carlos Ceden
Title: Public Works Director
Name of Permittee: City of Greenacres
Address: 5750 Melaleuca Lane
Greenacres, FL 33463
Attn: Carlos Ceden
Phone: 561-642-2074
Fax: 561-642-2094
Email: cceden@ci.greenacres.fl.us

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

(Balance of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this _____ day of _____, 20____.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: _____
Secretary

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

EXECUTED by Co-Permittee this _____ day of _____, 20____.

ATTEST:

CITY OF GREENACRES

By: _____
Joanna Cunningham, Clerk

By: _____
Print: Samuel J. Ferreri
Title: Mayor

[SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
James D. Stokes
City Attorney

(From Fourth Cycle Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities to be conducted for compliance with the Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the MS4 NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the MS4 NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.7.c, Part A.7.d, Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, and assistance with the activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

(From Third Term Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d, and Part III.A.9.b and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, assessment, monitoring and execution of activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

EXHIBIT "B"

RESOLUTION NO. 2016-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING REVISIONS/UPDATES TO THE MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") issued a National Pollutant Discharge Elimination System Permit No. FLS000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees that make up the governmental bodies subject to the NPDES Permit previously nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and the submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is in the process of entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, in January of 2011, the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, which Administrative Procedures were thereafter adopted by Northern; and

WHEREAS, on March 21, 2012, the NPDES Steering Committee adopted revised Administrative Procedures for the Collection, Management and Disbursement of NPDES Interlocal Agreement Funds; and

WHEREAS, a new MS4 NPDES Permit was issued by FDEP to the District and the other Co-Permittees on September 8, 2016; and

WHEREAS, it is necessary to further revise the Administrative Procedures to update the years for the alternative payment schedule contained in Section I of said Procedures, and to make minor clerical revisions; and

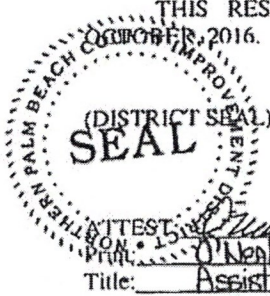
WHEREAS, at its meeting held September 21, 2016, the NPDES Steering Committee recommended such updates be made to said Procedures; and

WHEREAS, Northern has been asked to adopt and comply with the Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 for the purpose of administering the funds it receives as the Lead Permittee pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016.
2. That Northern Palm Beach County Improvement District does hereby incorporate by this reference the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.
3. That the January 2011 Administrative Procedures as revised on March 21, 2012 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.
4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 26TH DAY OF OCTOBER, 2016.



NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: [Signature]
Print: Garn Artinian
Title: Vice President

As Revised by Steering Committee
March 21, 2012;
As Further Revised by Steering Committee
September 21, 2016

MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES
FOR COLLECTION, MANAGEMENT AND DISBURSEMENT
OF NPDES INTERLOCAL AGREEMENT FUNDS

The MS4 NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the MS4 NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative MS4 NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the MS4 NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreement.

4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the MS4 NPDES Interlocal Agreement, for expenses not previously addressed at a Steering Committee meeting, NPBCID shall notify and consult, if time permits, the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall notify the affected Co-Permittee(s) and the Steering Committee of the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter for discussion and recommendation purposes to the Co-Permittees at the next regularly scheduled MS4 NPDES Steering Committee meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees).

6. MS4 NPDES Interlocal Agreement Budget Adoption Process. All future MS4 NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31st of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 19th DAY OF JANUARY, 2011.

ATTACHMENT "A"

MS4 NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FISCAL YEAR _____
FOR PERIOD _____ TO _____

CASH ON HAND [date]

XXX,XXX.XX

REVENUE: _____ **TO** _____

AGREEMENT FEES

XXX,XXX.XX

TOTAL REVENUES

XXX,XXX.XX

XXX,XXX.XX

**TOTAL CASH AND REVENUES AVAIL
FOR EXPENDITURES**

XXX,XXX.XX

EXPENDITURES PAID DURING _____ TO _____

ENGINEERING

X.XX

OTHER PROFESSIONAL FEES

X.XX

MISCELLANEOUS EXPENSES

X.XX

GOVERNMENTAL REGISTRATION FEES

X.XX

LEGAL

X.XX

TOTAL EXPENDITURES

X.XX

X.XX

FUND BALANCE AT [date]

XXX,XXX.XX

RESERVE FOR CONTINGENCIES

-XX,XXX.XX

UNRESERVED FUND BALANCE

XXX,XXX.XX

CITY OF GREENACRES

ORDINANCE NO. 2016-_____

RESOLUTION NO. 2016- 51

Subject: _____

city - 2017 Municipal Election

DEPARTMENT: _____

Administration

NOTE: F.S. 166.041 and Code of Ordinances Section 16-33: Notice of Public Hearings, Advertising requirements for Annexations, Special Exception, Variances, Zoning Changes and Zoning Text Amendments

Planning Commission - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 1st Reading - 12-5-16

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 2nd Reading - _____

Publication: _____ Publish Date: _____ Date on Web: _____

Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

*Legend

P = Passed

T = Tabled

D = Denied

Public Notice Required?

Yes

☐

No

☒

Staff Report Needs Updating?

Yes

☐

No

☒

Annexation Notification Required?

Yes

☐

No

☒

Transmittal to DCA ?

Yes

☐

No

☒

Codification Required?

Yes

☐

No

☒

PBC Recording Required?

Yes

☐

No

☒

CITY OF GREENACRES

Council Memorandum

2016.10JCC1.002

TO: Mayor and City Council

THRU: Andrea McCue, City Manager

FROM: Joanna Cunningham, City Clerk

RE: Resolution No. 2016-51- Municipal Election - March 14, 2017

DATE: December 5, 2016

Background:

Pursuant to the City Charter, general elections shall be held for the purpose of electing officers of the City. Elected Officials are chosen by a City-wide vote of qualified electors at a municipal election held on the second Tuesday in March. The candidate receiving the highest number of valid votes shall be declared elected to serve a 2-year term.

Analysis:

Resolution No. 2016-51 provides notice of the 2017 Municipal Election and establishes the date, time and place to qualify and file for Office of the Mayor, and City Council District Seats I and V. The qualifying period will open promptly at Noon on January 31, 2017 and promptly close at Noon on February 14, 2017.

A candidate for the Mayor must be a registered voter and a resident of the City of Greenacres for at least one year and reside within the City Boundaries and City Council District Seats I and V must be a registered voter and a resident of the City of Greenacres for at least one continuous year and must reside within their respective districts.

At the time of filing, candidates for the Office of Mayor must submit a non-refundable filing fee of \$50.00 and a State Election Assessment Fee of 1% of the total annual salary (\$126.00) of the office for which they are filing. The total filing fee for the Office of Mayor is \$176.00. Candidates for Council District I or V must submit a non-refundable filing fee of \$50.00 and a State Election Assessment fee of 1% of the total annual salary (\$111.00) of the office for which they are filing. The total filing fee for Council Districts II and V is \$161.00.

Resolution No. 2016-51 authorizes the City Clerk to serve as the Filing Officer and the Palm Beach County Supervisor of Elections Office along with the City Manager, City Attorney and City Clerk or their designee to serve as the Canvassing

Board for the City Election. This Resolution further authorizes the Palm Beach County Supervisor of Elections to appoint Election Boards for the 16 precincts to be open from 7:00 a.m. to 7:00 p.m. on Election Day.

Financial:

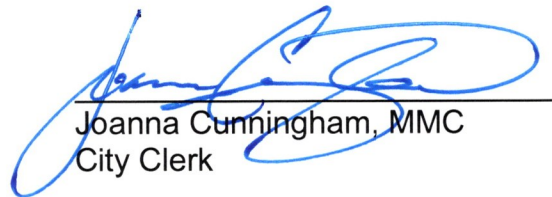
Funding for the 2017 Municipal Election is been included in the FY 2016 Budget.

Legal:

This Resolution has been prepared in accordance with applicable City regulations.

Staff Recommendation:

Adoption of Resolution No. 2016-51 providing notice of the 2017 Municipal Election to be held on Tuesday, March 14, 2017.



Joanna Cunningham, MMC
City Clerk

RESOLUTION NO. 2016-51

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROVIDING NOTICE OF THE 2017 MUNICIPAL ELECTION TO BE HELD ON MARCH 14, 2017, PURSUANT TO THE CITY CHARTER, ARTICLES I THROUGH IV, AND CHAPTERS 97 THROUGH 106, FLORIDA STATUTES; DESIGNATING THE DATE, TIME, AND PLACE TO QUALIFY AND FILE FOR THE OFFICES OF THE MAYOR AND CITY COUNCIL DISTRICT SEATS I AND V FOR THE 2017 MUNICIPAL ELECTION; SETTING FILING FEES; AUTHORIZING THE APPOINTMENT OF ELECTION BOARDS FOR SIXTEEN (16) PRECINCTS IN EIGHT (8) POLLING LOCATIONS; AUTHORIZING THE CITY CLERK TO SERVE AS THE FILING OFFICER; AUTHORIZING THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS, THE CITY MANAGER, THE CITY ATTORNEY, THE CITY CLERK OR THEIR DESIGNEE TO SERVE AS THE CANVASSING BOARD FOR THE CITY; AND PROVIDING FOR THE SUPERVISOR OF ELECTIONS TO COUNT THE BALLOTS AND CERTIFY THE RESULTS.

WHEREAS, Article I, Section 4 of the City Charter provides for the election of a Mayor and five City Council members to govern the City of Greenacres for 2-year terms; and

WHEREAS, the terms of office for the Office of the Mayor and City Council District Seats I and V will expire on March 20, 2017; and

WHEREAS, the 2017 Municipal Election will be held on March 14, 2017 to elect a Mayor and City Councilmembers for Districts I and V pursuant to Article IV of the City Charter; and

WHEREAS, Article IV of the City Charter sets the requirements for qualifying candidates during a qualifying period and conducting elections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The 2017 Municipal Election will be held on Tuesday, March 14, 2017 to elect a Mayor and City Councilmembers for Districts I and V.

Section 2. The filing and qualifying period for the 2017 Municipal Election shall open promptly at Noon on Tuesday, January 31, 2017 and close promptly at Noon on Tuesday, February 14, 2017.

Section 3. Candidates for the Office of the Mayor and City Council District Seats I and V must be registered voters and residents of the City of Greenacres for at least one continuous year. Candidates running for the Office of the Mayor may reside in any of the five districts throughout the City, pursuant to Article I, Section 5(b) of the City Charter. Candidates running for City Council District Seats I or V must reside in their respective districts pursuant to Article III, Section 4(b) of the City Charter.

Section 4. Any registered voter of the City of Greenacres, Florida, who is qualified to hold an elective office under the Charter and Code of Ordinances of the City of Greenacres, Florida, and who desires to become a candidate for Office of the Mayor or City Council District Seats I and V, shall file with the City Clerk, a fully executed Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates (Form DS-DE 9); a Notice of Intention to Seek Election form; and any other required documents during the filing period.

Section 5. Candidates for the Office of the Mayor shall pay a City filing fee of \$50.00, plus a State Election Assessment fee of 1% of the annual salary of the Mayor (\$126.00), for a total filing fee of \$176.00. Candidates for City Council District Seats I and V shall pay a City filing fee of \$50.00 plus a State Election Assessment fee of 1% of the annual salary of the City Council (\$111.00), for a total filing fee of \$161.00. Each candidate for the Office of the Mayor or City Council District Seats I and V must pay all filing fees from a qualified Campaign Depository Account. The City Clerk will forward all filing fees to the State of Florida to be deposited with the Elections Commission Trust Fund, in accordance with the Chapter 99.093, Florida Statutes.

Section 6. Candidates may withdraw their name at any time prior to submittal of the ballot information to the Palm Beach County Supervisor of Elections for printing. However, filing fees will not be refunded to any candidate for withdrawal.

Section 7. The City Council hereby authorizes the Filing Officer to appoint Election Boards for sixteen (16) precincts in eight (8) polling locations to hold a 2017 Municipal Election on Tuesday, March 14, 2017 for Office of the Mayor and City Council District Seats I and V, that include Precinct Nos. 2084, 2086, 2150, 2152, 2168, 2170, 2174, 2182, 2184, 2194, 2196, 2202, 2206, 2212, 2218, and 3088.

Section 8. The City Council hereby authorizes the City Clerk to serve as the City's Filing Officer, and the Palm Beach County Supervisor of Elections, the City Manager, the City Attorney, the City Clerk or their designee to serve as the City's Canvassing Board for the 2017 Municipal Election.

Section 9. Upon the closing of the polls at 7:00 p.m. on Tuesday, March 14, 2017, the City Clerk shall receive all voted ballots and voting machine cartridges from the Precinct Clerks and shall immediately deliver such items to the Palm Beach County Supervisor of Elections Office. The Palm Beach County Supervisor of Elections shall count all ballots received from the City's sixteen precincts and provide the certified election results to the City Clerk. Candidates for Office of the Mayor and City Council Districts I and V receiving the highest number of valid votes cast shall be declared elected. In the event of a tie vote, the election shall be determined and decided pursuant to Article IV, Section 3 of the City Charter.

Section 10. Upon the City Clerk's receipt of the certified municipal election results from the Palm Beach County Supervisor of Elections, the newly elected City Council members shall be administered the Oath of Office and assume the duties of their respective offices during a ceremonial induction to be held at the next regular City Council meeting following the 2017 Municipal Election.

RESOLVED AND ADOPTED this 5th day of December, 2016.

Voted

Samuel J. Ferreri
Mayor

Jonathan G. Pearce
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

Lisa Rivera
Councilwoman, District I

Peter A. Noble
Councilman, District II

Judith Dugo
Councilwoman, District III

Paula Bousquet
Councilwoman, District V

Approved as to Form and Legal Sufficiency:

James D. Stokes
City Attorney

CITY OF GREENACRES

ORDINANCE NO. 2016-_____

RESOLUTION NO. 2016- 52

Subject: Agreement - 2017 Election Services Agreement

DEPARTMENT: Administration

NOTE: F.S. 166.041 and Code of Ordinances Section 16-33: Notice of Public Hearings, Advertising requirements for Annexations, Special Exception, Variances, Zoning Changes and Zoning Text Amendments

Planning Commission - _____

Publication: _____ Publish Date: _____ Date on Web: _____
Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 1st Reading - 12-5-16

Publication: _____ Publish Date: _____ Date on Web: _____
Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

City Council – 2nd Reading - _____

Publication: _____ Publish Date: _____ Date on Web: _____
Board Action: Motion By: _____ Action* _____ Second By: _____ Vote: _____

*Legend

P = Passed

T = Tabled

D = Denied

Public Notice Required?

Yes

☐

No

☒

Staff Report Needs Updating?

Yes

☐

No

☒

Annexation Notification Required?

Yes

☐

No

☒

Transmittal to DCA ?

Yes

☐

No

☒

Codification Required?

Yes

☐

No

☒

PBC Recording Required?

Yes

☐

No

☒

CITY OF GREENACRES
Council Agenda Memo
2016.11JCC1.001

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Joanna Cunningham, City Clerk

RE: Resolution No. 2016-52 - 2017 Elections Services Agreement

DATE: December 5, 2016

Background:

Since 2009, the City of Greenacres and the Palm Beach County Supervisor of Elections (SOE) have entered into annual election services agreements. The Agreement details the duties, responsibilities, terms, conditions, and associated fees for municipal elections. The current agreement expires on December 31, 2016.

Analysis:

The 2017 Election Services Agreement is similar to the 2015 agreement. Last year's Agreement was slightly different as the Council adopted Ordinance No. 2015-15 on September 3, 2015 to change the 2016 Municipal Election to coincide with the Presidential Preference Primary. That change meant that the SOE was responsible for the majority of the duties and costs associated with the election. This year, the City of Greenacres will be responsible for the hiring, training and payment of all poll workers, polling location rentals, delivery and pickup of voting equipment and printing costs. The City will pay a set-up fee and additional costs associated with the election.

Financial:

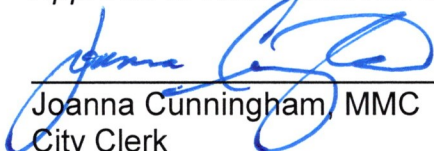
Although the exact costs associated with the services to be provided by the SOE per the 2017 Election Services Agreement are unknown at this time, City Staff estimates the costs at less than \$30,000.00, and they are already included in the FY 2016 Budget.

Legal:

This Resolution has been prepared in accordance with applicable City regulations.

Staff Recommendation:

Approval of Resolution No. 2016-52 authorizing the 2017 Election Services Agreement.



Joanna Cunningham, MMC
City Clerk

RESOLUTION NO. 2016-52

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR ELECTION SERVICES BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF GREENACRES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Chapters 97 through 106, Florida Statutes, constitute the Florida Election Code ("Code"), which applies to municipalities where expressly so stated; and

WHEREAS, Section 100.3605, Florida Statutes, states that the "Code" shall govern the conduct of a municipality's election in the absence of an applicable special act, charter or ordinance provision; and

WHEREAS, the City of Greenacres and the Palm Beach County Supervisor of Elections desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code and the City Charter are followed; and

WHEREAS, the Palm Beach County Supervisor of Elections and the City of Greenacres wish to enter into this Agreement to set out the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council hereby authorizes entering into this Agreement for Election Services with the Palm Beach County Supervisor of Elections and authorizes the Mayor to execute the Agreement.

Section 2. The City Clerk is directed to send a certified copy of the executed agreement to the Palm Beach County Supervisor of Elections.

RESOLVED AND ADOPTED this 5th day of December, 2016.

Voted

Samuel J. Ferreri
Mayor

Jonathan G. Pearce
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

Lisa Rivera
Councilwoman, District II

Peter A. Noble
Councilman, District II

Judith Dugo
Councilwoman, District III

Paula Bousquet
Councilwoman, District V

Approved as to Form and Legal Sufficiency:

James D. Stokes
City Attorney

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES
BY AND BETWEEN
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND
THE CITY OF GREENACRES**

THIS AGREEMENT, is made and entered into this ____day_____, 2016 effective January 1, 2017, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the City of Greenacres, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “**Municipality**”.

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, ~~Special~~ and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. DATE OF GENERAL MUNICIPAL ELECTION:

The date of City of Greenacres General Municipal election is March 14, 2017. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities and allow their use for any training, within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. Qualifying Candidates and Petition Initiatives

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

(2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

C. Ballots

(1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) SOE

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

D. Equipment Testing

(1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

E. Early Voting – Optional

(1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites 120 days prior to each Election and notify SOE in writing of the locations.

(2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. Absentee Voting

(1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. Polling Places

(1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) SOE

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. Poll Workers

(1) Municipality

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

J. Election Day Support

(1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.

(c) Reimburse SOE for all phone bank costs.

(2) SOE

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. Ballot Tabulation/Counting of Election Results

(1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

(2) SOE

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

L. Post Election Day

(1) Municipality

(2) SOE

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute

agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall enter into a separate contract and receive the approval of the Supervisor of Elections for the actual election date at least 90 days prior to a Special Election. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

7. **TERM:**

This Agreement shall begin on the effective date January 1, 2017 and continue for a term of one year in order to cover the municipal election cycle of Municipal Election Day and a run-off election, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable. All other requested services to be provided by the Supervisor of Elections Office shall be by separate contract.

8. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	City of Greenacres 5800 Melaleuca Lane Greenacres, FL Attention: City Manager, Andrea McCue

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal

sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. NO MODIFICATION EXCEPT IN WRITING:

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2017.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

Susan Bucher

Date: _____

As to the MUNICIPALITY:

ATTEST:

CITY OF GREENACRES

Joanna Cunningham, MMC, Municipal Clerk

Samuel J. Ferreri, Mayor

(Affix Municipal Seal)

Date: _____

	C	M	N	O
1	<u>Exhibit A</u>			
2				
3	Supervisor of Elections Municipal Election Charges			
4				
5		----- 2017 COSTS -----		
6				
7		Single Election		Uniform Elections
8	<u>ABSENTEE BALLOTS</u>			
9	Set up AB fee	0.40		0.03
10	On Call Support - Pitney Bowes			0.16
11	Prepare and mail Absentee Ballots (machine use, voter file, postage) - materials and postage	2.20		2.20
12	Provide absentee voting - prep and mailing; staff time	0.80		0.50
13	Process absentee ballot requests; staff time	0.89		0.89
14	Recording/verification of Absentee Ballot returns - staff time	0.89		0.89
16	Ballots on the disposition of Canvassing Board	0.09		0.09
17	TOTAL ABSENTEE BALLOT SERVICES	5.28		4.77
18				
19	<u>MUNICIPAL PACKAGE</u>			
20	Arrange for translating, printing and recording of audio ballot	TBD		TBD

	C	M	N	O
1	Exhibit A			
2				
3	Supervisor of Elections Municipal Election Charges			
4				
5		----- 2017 COSTS -----		
6				
7		Single Election		Uniform Elections
21	Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00		25.00
22	Publish legal notices (L&A testing, AB canvassing)	833.48		97.93
23	L&A test development (unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests)	147.12		147.12
24	Election Day support (all staff available & phone bank for voters)	1,151.10		480.96
25	Election Morning and Night OT staff	2,888.16		591.83
28	Assist the municipality with canvass of Absentee Ballots	328.34		328.34
30	Post of election results on WEB site and on Channel 20	97.87		97.87
31	Interface with candidates, press, city staff, city attorneys regarding Election Law	177.04		177.04

	C	M	N	O
1	<u>Exhibit A</u>			
2				
3	Supervisor of Elections Municipal Election Charges			
4				
5		----- 2017 COSTS -----		
6				
7		Single Election		Uniform Elections
32	Assist in finding poll worker replacements	54.84		54.84
33	Conduct mandatory audit days after election	147.17		147.17
34	Store all ballots for mandatory 12 months			
35	Provide certification of registered voters after book closing	66.96		66.96
36	Prepare information for upload to ePollBooks_Jeff D	80.16		80.16
37	Prepare Absentee Ballot, Edge layout and Sample Ballot	133.91		133.91
38	Prepare Absentee Ballot, Edge layout and Sample Ballot	160.32		160.32
39				
40	TOTAL MUNICIPAL PACKAGE SERVICES	6,291.46		2,589.44
41				
42	<u>PRECINCT SERVICES</u>			
43	Prepare Clerk bags incl Ipad, cell phones and election materials - IT and PW Staff time	13.19		13.19
44	Delivery and Pick up of voting equipment to training locations	12.92		4.04
45	Prepare equipment cabinets and routing of voter equipment	23.24		23.24

	C	M	N	O
1	<u>Exhibit A</u>			
2				
3	Supervisor of Elections Municipal Election Charges			
4				
5		----- 2017 COSTS -----		
6				
7		Single Election		Uniform Elections
46	Prepare precinct scanners and ADA Touch screen equipment	23.24		23.24
47	Management of voting history (post elections)	30.77		30.77
48	Plan training class locations/trainers payroll/printed training materials	43.37		43.37
49	iPAD programming and prep time _IT staff	9.63		9.63
50	iPADs Data Service	144.00		144.00
51	Notification to provisional voters re: the disposition of Canvassing Board	5.62		5.62
52	Copy of current polling place contract	0.15		0.15
53	Copy of current poll workers	0.15		0.15
54				
55	TOTAL PRECINCT SERVICES	306.28		297.40
56				
57				
67				
68	Translation services incurred will be included in the SOE invoice to the municipalities that			
69	required the service.			

EXHIBIT B

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS
Municipal Election Charges
(example costs)

2017 Uniform Election Costs *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @4.77	PRECINCTS # precincts @ \$297.40
HAVERHILL	\$2,589	40 \$191	3 \$892
RIVIERA BEACH	\$2,589	1,209 \$5,767	23 \$6,840
BOCA RATON	\$2,589	3,304 \$15,760	38 \$11,301

2017 One Municipal *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @5.28	PRECINCTS # precincts @ \$306.28
HAVERHILL	\$6,291	40 \$211	3 \$919
RIVIERA BEACH	\$6,291	1,209 \$6,384	23 \$7,044
BOCA RATON	\$6,291	3,304 \$17,445	38 \$11,639

* Costs exclude expenses absorbed by municipalities i.e.; pollworker payroll, precinct rentals, precinct ballot printing, advertising and precinct security . In addition, translation services incurred for municipalities are not included in these costs, and will be included in the SOE invoice to only the municipalities that required the service.

Approved by City Council	
on _____ by a vote of _____	
_____ City Clerk	_____ Date

CITY OF GREENACRES
Council Agenda Memorandum
2016.09JLCC1.003

TO: Mayor and City Council

FROM: Andrea McCue, City Manager

RE: Ratification of Charter Review Committee Appointments

DATE: December 5, 2016

COPIES: James D. Stokes, City Attorney
Joanna Cunningham, City Clerk

Pursuant to Council direction, an appointment period was established for the Mayor and Members of the City Council to select individuals of their choosing for appointment to the Charter Review Committee (CRC).

The established period to appoint members to the CRC ended on July 31, 2016. Following are the members offered for appointment:

City Official

CRC Representative

Mayor Samuel Ferreri:	No applications received to date.
Deputy Mayor Jonathan Pearce:	No applications received to date.
Councilwoman Lisa Rivera:	Toni Willey and Ada Harris.
Councilman Peter Noble:	Larry Tronco and Benjamin Wade
Councilwoman Judy Dugo:	Frank Simon and Chuck Shaw
Councilwoman Paula Bousquet:	Dannette Fitzgerald and Arthur Harrell.

Other Representatives:

Local 2928 IAFF Union Rep:	Phil Konz.
City Employee:	Aileen Hernandez
Small Business Owner:	Luis Torres, President, General Security Services, LLC

Therefore, staff recommends Council ratification of the Charter Review Committee.

/s/ Andrea McCue
Andrea McCue
City Manager

City of Greenacres			
March 12, 2014 Municipal Election Costs			
Expenses	Quantity	Cost	Total
Pollworker Salaries		\$8,770.00	\$8,770.00
Ads		\$772.75	\$772.75
Postage: Mailing #1	49	\$0.34	\$16.66
Mailing #2	1957	\$0.34	\$665.38
Cardstock		\$0.00	\$0.00
Polling Place Rentals		\$650.00	\$650.00
Ballot Printing		\$0.216	\$0.00
Delivery/Pick-up Voting Equip.	8	\$150.32	\$1,202.56
SOE Costs			
PBC SOE Absentee Ballots	893	\$4.93	\$4,402.49
PBC SOE Municipal Package	1	\$2,466.00	\$2,466.00
PBC SOE Precinct Services	16	\$152.52	\$2,440.32
PBC SOE Post Election Manual Audit	1	\$78.19	\$78.19
Total SOE			\$9,387.00

* only 326 returned (\$1607.18)

GRAND TOTAL \$21,464.35

1112 Total Votes Cast 782 at Precinct
326 Absentee
4 Provisional

Dugo **788 Total Votes** 540 Precinct
246 Absentee
2 Provisional

Gaenger **321 Total Votes** 241 Precinct
78 Absentee
2 Provisional

18,679 Registered Voters 5.95% Voter Turnout

1040 Total Votes Cast	550 at Precinct 484 Absentee 6 Provisional	
Rivera	568 Total Votes	302 Precinct 261 Absentee 5 Provisional
Tharp	471 Total Votes	248 Precinct 222 Absentee 1 Provisional
19,389 Registered Voters		5.36% Voter Turnout

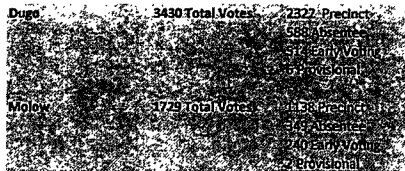
City of Greenacres			
2016 PPP Municipal Election Costs			
Expenses	Quantity	Cost	Total
Pollworker Salaries			\$0.00
Ads		\$0.00	\$0.00
Postage: Mailing #1		\$0.34	\$0.00
Mailing #2		\$0.34	\$0.00
Cardstock			\$0.00
Polling Place Rentals		\$550.00	\$0.00
Ballot Printing	7,840	\$0.221	\$0.00
Delivery/Pick-up Voting Equip	8	\$150.32	\$0.00
SOE Costs			
PBC SOE Absentee Ballots	Unknown	\$5.31	
PBC SOE Municipal Package*	1	\$2,562.60	\$400.00
PBC SOE Precinct Services	16	\$310.00	\$0.00
PBC SOE Post Election Manual Audit	1	Included*	\$0.00
Total SOE			
GRAND TOTAL			\$400.00

5840 Total Votes Cast 3910 at Precinct
1056 Absentee
866 Early Voting
8 Provisional

Noble 3056 Total Votes 2031 Precinct
584 Absentee
435 Early Voting
6 Provisional

Willey 2036 Total Votes 1379 Precinct
342 Absentee
313 Early Voting
2 Provisional

19,104 Registered Voters 30.57% Voter Turnout




Pearce 3269 Total Votes 2130 Precinct
652 Absentee
483 Early Voting
4 Provisional

Thelusme 1802 Total Votes 1269 Precinct
275 Absentee
254 Early Voting
4 Provisional

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
 2016.11LJ7.01

TO: Andrea McCue, City Manager

FROM: Michael Grimm, Chief Building Official 

SUBJECT: Building Department Report
 (October 1, 2016 – November 21, 2016)

DATE: November 22, 2016

1) ADMINISTRATION:

- a) Researched and completed one hundred eighty nine (189) public information requests.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2017	BUDGETED FOR FY 2017
Building Permits Issued	328	328	2,100
Inspections Performed	1,185	1,185	5,700
Construction Value of Permits Issued	\$ 3,493,179	\$ 3,493,179	\$21,500,000
CO's Issued	10	10	
CC's Issued	4	4	
Temporary CO's Issued	1	1	
Illicit Discharge Inspections (Stormwater)	6	6	

3) BUSINESS AND CONTRACTOR REGISTRATION:

BUSINESS AND CONTRACTOR REGISTRATIONS FY2017	NEW			RENEWALS			NOT RENEWED	CANCELLED
	COUNT		AMOUNT	COUNT		AMOUNT	COUNT	COUNT
	Period	YTD	YTD	Period	YTD	YTD	YTD	YTD
Commercial	44	44	11,714	415	415	56,373	160	34
Contractor & General Service Registration	63	63	125	44	44	925		2
Rental	18	18	647	730	730	27,626	143	44
Home Based	24	24	1,772	230	230	16,493	119	19
Insurance Registration	6	6	531	145	145	12,834	36	8

4) CODE ENFORCEMENT:

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2017	BUDGETED FOR FY 2017
Inspections Related to Active Code Cases	179	179	1,900
New Cases Started	62	62	500
Cases Complied	57	57	
Current Open Cases	217		
Fines Collected	1,000	1,000	\$ 40,000
New Property Registrations	86	86	
Amount due to City	\$ 8,600	\$ 8,600	
Notices Sent (October)	37	48	
Illegal Signs Removed from right-of-ways (October)	5	10	
Inspections Not Related to Active Code Cases (October)	16	30	
Complaints Received and Investigated (October)	58	77	
# of Lien Searches (October)	87	148	

5) PLAN REVIEW – PRINCIPAL NEW OR REMODEL PROJECTS:

- a) WaWa (6566 Lake Worth Rd.), 5,943 sq.ft. construction of a convenience store with gas station. Notified permit ready 11/18/16. (Permit # Bldg 2016-00001179)
- b) 6548 Forest Hill Blvd., 4,214 sq. ft. interior remodel for retail building. (Permit # 2016-00002442)
- c) Ross Dress for Less (6810 Forest Hill Blvd.), 25,482 sq. ft. remodel of space previously occupied by Southeastern College. (Permit # 2016-00002846)
- d) Soma Medical Building (6239 Lake Worth Rd.), 5,438 sq. ft. construction of a new medical building at newly annexed property previously Checkers Fast Food w/ drive-thru. Permit # 2016-00003000

6) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

- e) Nissan Dealership, formerly Professional Golf Cart Corp FL (5353 Lake Worth Rd.), 50,625 sq.ft. new construction of a car dealership. Passed footer inspection 11/15/16. (Permit # Bldg 2016-00000154)
- f) Family Dollar Store (5055 10th Ave. N.), 8,687 sq.ft. new construction of a commercial retail Family Dollar Store. Passed framing 11/18/16. (Permit # Bldg 2016-00001095)
- g) Sai Baba Temple (4761 Myrtle Dr.), 8,408 sq.ft. new construction. Passed fire alarm final 10/14/16. (Permit B #2140097)
- h) Greenacres Community Center (501 Swain Blvd.), 11,031 sq.ft. Community Center Expansion. Temporary C.O. issued 9/13/16. (Permit # Bldg 2015-00001583)
- i) Doctor's Choice (2994 S. Jog Rd., Ste A), 4,276 sq.ft. interior remodel. Passed final 11/1/16. (Permit # Bldg 2016-00000036)
- j) Jog Medical Center (3387 S. Jog Rd.), 17,376 sq.ft. to construct medical offices (shell only). Passed lath inspection 11/16/16. (Permit # Bldg 2015-00001566)
- k) Miami Grill (4513 Lake Worth Rd.), 1,929 sq.ft. remodel of interior dining room. Permit issued 6/17/16. (Permit # Bldg 2016-00000301)

- l) Wal-Mart (3911 S. Jog Rd.), interior remodel. C.C. issued 11/17/16. (Permit # Bldg 2016-00001452)
- m) Church of God 7th Day (3535 S. Jog Rd.), 11,500 sq.ft. new church building. Failed footer inspection 8/19/16. (Permit # Bldg 2016-00002382)
- n) O'Reilly Automotive Stores (2242 S. Jog Rd.), 7,263 sq.ft. remodel. Permit issued 8/9/16. Passed plumbing final 9/21/16. (Permit # Bldg 2016-00001898)
- o) Dunkin Donuts (3098 S. Jog Rd.), 3,000 sq.ft. to construct new building. Temporary C/O issued 10/11/16. (Permit # Bldg 2015-00000192)
- p) Dunkin Donuts (3098 S. Jog Rd.), Buttonwood Plaza, 1,596 sq.ft. interior build-out. Temporary C/O issued 10/11/16. (Permit # Bldg 2016-00002068)
- q) Braman Honda (5200 Lake Worth Rd.), 9,387 sq.ft. service area addition. Permit issued 10/17/16 (Permit # Bldg 2016-00002143)
- r) Kwik Stop Convenience Store (6282 Forest Hill Blvd.), 2,400 sq.ft. interior remodel. Permit issued 11/1/16. Passed footer inspection 11/17/16. (Permit # Bldg 2016-00002049)
- s) McDonalds (6581 Forest Hill Blvd.), minor remodel to install "Create Your Own Station" digital kiosk. Permit issued 11/1/16. (Permit # 2016-00002681)

7) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:

PROJECT	ADDRESS/LOCATION	UNITS OR SQ. FT. APPROVED	UNITS C.O.'D
Pine Grove Farm	Two Pine Dr. (Riverbridge)	41	39
Verona Estates	East of Haverhill, North of Nash Foxtail Palm Ct & Caranday Palm Dr	53	53
Harvest Pines	Melaleuca Ln east of City Hall	35	21
Reserve at Summit	West side of Ranchette Rd, South of Summit Blvd	73	28

CITY OF GREENACRES

INTEROFFICE MEMORANDUM 2016.11RW2.01

TO: Andrea McCue, City Manager
FROM: James McInnis, Acting Director of Finance
SUBJECT: Department of Finance Activity Report
DATE: November 14, 2016

The following report provides the highlights of activity within the Department of Finance for the reporting period from October 1, 2016 through October 31, 2016.

1. AUDIT/BUDGET and FINANCE ADMINISTRATION:

Projects and Activities:

- a. Reimbursement requests were submitted for the following grants:
 - Family Central, after school program \$ 18,490.20
 - USDA Food, after school snack \$ 1,660.60
 - Firefighter Supplemental \$ 3,000.00
- b. Reimbursement requests were received for the following grants:
 - Family Central, after school program \$ 18,490.20
 - USDA Food, after school snack \$ 1,660.60
- c. Tablets for City Council and selected staff. Department heads responded to email inquiry on staff that would have a direct benefit from using a tablet and received replies for up to 33 tablets. After researching tablets, the best option appears to be the Apple iPad Pro 9.7-inch model, 128GB, Wi-Fi and Cellular ready, Logitech backlit protective keyboard case and Apple Care support for \$1,132 each. The cost to lease 27 iPads for 2 years is approximately \$990 per month for 24 months. **Period ending 10/31/2016:** Tablets were approved by council; currently working on implementation of the lease agreement with Apple, Inc. and roll-out plan, projected for Thanksgiving week Nov. 21-23, possibly the following week because of short-week Thanksgiving, vacations, etc.

2. FINANCE OPERATIONS:

Projects and Activities:

- a. Utility Billing Project: Implementation of New World Systems Utility Management module for billing of residential solid waste collection and allow for online payments by residents. **Period ending 10/31/2016:** Recurring credit cards and bank drafting automated payments were implemented in July 2016. Still a remaining item to work out issues with credit cards receipts for payments made at front counter.
- b. Integration of EMS Consultants' Prestige ambulance billing software with Fire Rescue's automated run tracking software SafetyPad. This integration will improve efficiencies in Finance Operations by automatically generating more than 250 monthly invoices for ambulance runs and eliminating the need to input each invoice manually. Cash flows will also be increased as invoices can be printed and mailed 7-14 days sooner than we are currently able. **Period ending 9/30/2016:** The next step is the integration of Prestige billing software with SafetyPad ambulance run reporting software, to be done in a time period up to 60 days after the software implementation on 8/22/2016. There is yet to be any communication on the integration; will follow up with EMS Consultants in October 2016. **Period ending 10/31/2016:** EMS Consultants is currently doing early testing on the integration. If all goes well, they will move into production and begin live testing to catch potential flaws. Their VP of Technical Services is keeping us updated on the progress.

Activity Report for October 2016			YEAR-TO-DATE		BUDGET
			FY17 Activity Report		
ACTIVITY REPORT DATA	CURRENT PERIOD TRANSACTIONS	CURRENT PERIOD AMOUNT	FY 2017 YTD TRANSACTIONS	FY 2017 YTD AMOUNT	FY 2017 BUDGET TRANSACTIONS
A/P Invoices Processed for Payment	289	\$1,360,079	289	\$1,360,079	3,700
ACH Payments	15	\$361,745	15	\$361,745	45
Payroll Checks Issued	2	\$695,031	2	\$695,031	40
Payroll Direct Deposits	265		265		3,640
Cashier Pmts Processed	2,648	\$1,299,943	2,648	\$1,299,943	22,000
Solid Waste Bills Issued	7,114	\$702,699	7,114	\$702,699	13,700
Initial Ambulance Invoices	143	\$99,089	143	\$99,089	3,200

3. INFORMATION TECHNOLOGY:**Projects and Activities:**

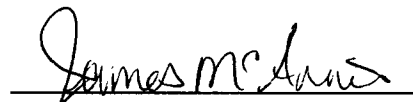
- a. Voice Over IP Phone System – This is a cloud-based voice solution. IT has spoken with various vendors and has requested proposals that will be reviewed and analyzed. The primary benefit is to reduce the monthly AT&T phone bill and for IT to have full control of phone features. The Budget Analyst is currently preparing a cost benefit analysis. (Staff Review)
- b. Apple iPad Implementation – The City is implementing the use of iPads for Council Members and selected staff. The IT staff is currently learning about the software service, Mobile Device Management, which allows for remote configuration and management, and app deployment for the iPads.

DEPARTMENT	CURRENT PERIOD	FY 2017 YTD	FY 2017 BUDGET
Technical Service Requests:			
Administration	4	4	-
Building	2	2	-
Finance	3	3	-
Planning & Engineering	2	2	-
Public Works	1	1	-
Fire Rescue	2	2	-
Leisure Services	1	1	-
Total Technical Service Requests	15	15	450
Computer Training Sessions Conducted	0	0	5
No. of Computer Training Attendees	0	0	20

4. PURCHASING AND CONTRACTING:**Projects and Activities:**

- a. 17-001 Website Design, Development and Implementation – Working with Aha Consulting and City Department to develop the overall theme and design of the City website.
- b. Training – The Purchasing Division attended FAPPO (Florida Association of Public Procurement Officers) training. Topics discussed were FL-604 Procurement Disaster Assistance Training “Super Circular” and Florida Statutes on Procurement for Local Governments.


ACTIVITY	CURRENT PERIOD	FY 2017 YTD	FY 2017 BUDGET
Purchase Orders Issued	168	168	1,050
Purchase Order Amounts	\$ 14,250,653.03	\$ 14,250,653.03	\$ 16,850,000
Bids/RFPs Issued	0	0	9
Central Store Requests	6	6	100
Contracts Managed	28	28	28
Purchasing Card Purchases	\$ 16,047.67	\$ 16,047.67	\$ 185,000
Purchasing Card Transactions	203	203	2,150
No. of Training Sessions Conducted	0	0	3


James McInnis
Acting Director of Finance

JM/rw

CITY OF GREENACRES
Interoffice Memorandum
2016.11IC5.001

TO: Andrea McCue, City Manager

FROM: Mark Pure, Fire Chief 

SUBJECT: Fire Rescue Report – October 3, 2016 through October 30, 2016

DATE: November 14, 2016

COPIES: Joanna Cunningham, City Clerk

FIRE RESCUE DEPARTMENT

Fire Rescue	Total Number During This Period			Year to Date (Fiscal Year)		
Medical Call	Station 1	Station 2	Atlantis	Station 1	Station 2	Atlantis
Total Patients	224	112	16	331	179	29
Other Calls for Service (Service Calls, Cancells, Public Assists)	55	20	4	85	28	4

Fire Calls						
Structure Fires	2	2	0	2	3	1
Car, Refuse, Brush Fires	4	0	0	5	0	0
Other Fire Related Calls (Smoke Scare, Alarms)	17	14	6	41	19	8
Total Fire Calls	23	16	6	48	22	9

Transports						
ALS Transports	119	58	12	177	95	21
BLS Transports	49	19	2	64	26	2
Total Transports	168	77	14	241	121	23


Services Conducted						
Total Services Conducted (Blood Pressures, Tours, Presentations)	21	3	0	27	7	1

Mutual Aid	Total Number During This Period		Year to Date (Fiscal Year)	
	Station 1	Station 2	Station 1	Station 2
Mutual Aid Given	2	0	2	0
Mutual Aid Received	0	0	1	1

Fire Marshal	Total Number During This Period	Year to Date (Fiscal Year)
Greenacres Inspections	163	213
Atlantis Inspections	2	4
Total Inspections	165	217
Plan Review	16	21

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
2016.10MT6.004

TO: Andrea McCue, City Manager

FROM: Michele Thompson, Leisure Services Director 

RE: Department Report for October 8 through October 27, 2016

DATE: October 31, 2016

1. ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2017 TO DATE	FY 2017 BUDGET
Contracts Coordinated (2 with ELC)	0	0	4
Collaborative Partnerships	4	6	20
Ind. Contractor Agreements	5	8	23
Events Coordinated	2	4	15
Citizen Requests Processed (Admin, Community Ctr & YP)	819	2,191	25,200

2. COMMUNITY & RECREATION SERVICES

ACTIVITY	SPONSORS/ PARTNERS	FY 2017 TO DATE	FY 2017 BUDGET
Community Events:			
• Fall Fitness Fest & Green Market (10/15/16)	Helix Urgent Care- \$1,000 Integral Dental- \$250	220	\$2,307
• Food Truck Invasion (Monthly)		400	\$2,100
• Movie on the Field (11/4/16)			\$2,363
• Lunch with Santa (12/10/16) ○ (Co-sponsored event)	Adv. Disposal- \$2,000 Local Businesses and Organizations		\$5,889
• Fiesta de Pueblo (1/7/17) ○ (Co-sponsored event)			\$2,085
• The Royal Ball (1/21/17)			\$4,477
• Salute to Spring Concerts (3/10-3/11/2017)			\$5,819
• Egg'stravaganza (4/15/17)	Kiwanis Club-\$250		\$11,740

<ul style="list-style-type: none"> “Ignite the Night” (7/4/17) 	Adv. Disposal - \$2,000		\$29,665
Neighborhood Events: <ul style="list-style-type: none"> Thanksgiving Dinner (11/23/16) Back-to-School (8/5/17) 	\$100 – W. Kain Local Businesses		\$2,138 \$2,138
# of Senior Trips (5): <ul style="list-style-type: none"> 1/11/16, 1/20/16, 2/17/16, 3/9/16 & 3/30/16 	Broward Stage Door Theatre (0)		55
Avg. # of daily participants/meals served at Senior Meal Program	20/300	5,373	N/A
Facility Rentals: <ul style="list-style-type: none"> Fields/Concession Stands Pavilions Center Room Rentals 	<u>This Period</u> 91 2 34	223 12 75	1,594 482 100 1,012
Total Rental Revenue Generated	\$9,646.04	\$9,646.04	\$145,427
Youth Leagues: <ul style="list-style-type: none"> Co-ed Fall Soccer (8/8/16 - 12/16/16) Co-ed Basketball (9/26/16-3/11/17) Co-ed Spring Soccer (1/19/16 - 2/19/16) 	<u>This Period</u> 10 19 -	104 32 -	401 100 120 180

- AARP Smart Driving Class is scheduled for November 21st and December 19th for participants 55 years and over at the Community Center from 9:45 a.m. to 4:30 p.m. The class provides a refresher of the “Rules of the Road” and is \$15 for AARP members and \$20 for non-members.

3. YOUTH PROGRAMS

PROGRAM (Hours of Operation)		DAYS	HOURS	
CARES		Monday - Friday (school days)	2:00 - 6:00 p.m.	
Cool Zone		Monday - Friday (school days)	4:30 - 6:30 p.m.	
Hot Spot		Monday - Friday (mentors) 1st and 3rd Friday and Saturday	3:30 - 6:30 p.m. 6:00 - 10:00 p.m.	
PERFORMANCE MEASUREMENT # of Students Enrolled		AVERAGE THIS PERIOD	FY 2017 TO DATE	FY 2017 BUDGET
Daily Attendance (CARES & Cool Zone)		93	103	150
<ul style="list-style-type: none"> CARES 		75	78	120
<ul style="list-style-type: none"> Cool Zone 		18	25	30
<ul style="list-style-type: none"> Hot Spot 		8	24	25

Daily Transportation	87	99	150
• 5 Elementary Schools	73	75	120
• 3 Middle Schools	17	24	30
• Parent Drop-off	3	4	5
# of Participants- <i>Youth Delegates in Action</i>			15
# of Participants in Life Skills Training Prog.			15
# of Participants in Mentor Program	8	24	15
# of Presidential Volunteer Service Hours (calculated from Jan-Dec)	260	2,472 hrs	3,100 hrs
PROGRAM PARTICIPATION	THIS PERIOD	FY 2017 TO DATE	FY 2017 BUDGET
Grants/Licenses Coordinated:			
• Early Learning Coalition	\$18,490.20	\$18,490.20	\$355,736
• Registration and Parent fees	\$1,032.00	\$8,359.80	\$174,758
• Dept. of Health Child Care Food Program	\$1,660.66	\$1,660.66	\$11,400
Service Agreements Coordinated	0	0	4

- On Monday, October 10, 2016 Youth Programs staff and participants took part in *Arc in the Dark*; a volunteer event through The Arc of Palm Beach County which was aimed at raising awareness for children with developmental disabilities. Participants attempted to package 100,000 glow bands in 10 hours to get into the Guinness Book of World Records.
- On Friday, October 21, 2016 participants in the Youth Programs Jr. Garden Club got a special visit from FL Park Rangers and Smokey the Bear. Children learned about Park Rangers responsibilities and about fire safety and prevention.
- Florida City Government Week (October 17th- 24th) was filled with fun and educational city department tours, job shadowing opportunities and the highlight of this year's activities was the Mock City Council Meeting. Students in C.A.R.E.S. & Cool Zone also learned about the various districts within the City and identified what districts they lived in.

4. GENERAL

- *Food Truck Invasion* continues "invading" Community Park on Wednesday, November 30th at 5:30 p.m. with new trucks arriving monthly, along with all of the tried and true favorites. The October opener was nothing short of an incredible success for our City!
- *Movie on the Field* is set for Friday, November 4th showing the modern day feature film *Ghostbusters*. Family activities and trivia will kick off the night at 5:30 p.m. for residents in the original section at Ira Van Bullock field, and the movie beginning promptly at sundown.
- The annual community *Thanksgiving Dinner* is scheduled for Wednesday, November 23rd at the Community Center from 6:30 – 8:30 p.m. The event is off to a great start with food donations generated through requests from Human Resources at the Employee Luncheon and from employee cash donations! Food donations from local businesses are being secured. Join us for all the trimmings

and give thanks for the unity that this great holiday tradition provides. Donations and volunteers are still being accepted at the Leisure Services Department.

- FY17 Events include:

CITY EVENTS	DATE/TIME	LOCATION
Food Truck Invasion	November 30, 2016 December 28, 2016 5:00 - 9:30 p.m.	Community Park
Movie on the Field	November 4, 2016 5:30 - 9:00 p.m.	Ira Van Bullock Park – South Field
Thanksgiving Dinner	November 23, 2016 6:30 - 8:30 p.m.	Community Center
CO-SPONSORED EVENTS	DATE/TIME	LOCATION
<i>Lunch with Santa</i>	December 10, 2016 11:30 a.m. - 1:30 p.m.	Community Center
<i>Fiesta de Pueblo</i> (Three {3} Kings Day)	January 7, 2017 3:00 - 10:00 p.m.	Community Park



Michele Thompson, CPRP
Director of Leisure Services

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
2016.11EB3.001

TO: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, Acting Planning and Engineering Director

SUBJECT: Planning and Engineering Department Report

DATE: November 28, 2016

Listed below are the items currently under review by the Planning and Engineering Department for the reporting period October 11, 2016 through November 28, 2016.

NEW CASES

Buttonwood Plaza

A request by the owner for a class I site plan amendment (SP-84-05F) to modify previously approved landscape plan and the configuration of the drive-thru for the Dunkin Donuts restaurant. The site is located at the southeast corner of Jog Road and 10th Avenue North.

Las Ramblas

A request by the owner for a class I site plan amendment (SP-15-03A) to replace the floor plan and elevation to the previously approved site plan with a new model that offers the option for a 5th bedroom and rear porch. Also adding an option for a tile roof, and replacing board-on-board fence with shadowbox. The site is located approximately 630 ft. west of S. Jog Road adjacent to Ramblewood Court. (Awaiting receipt of response to LDS comments of November 17, 2016)

Lynora's

A request by the owner for a class III site plan amendment (SE-80-11B) to modify the existing site plan from a restaurant to four office spaces. The site is located at 4353 Lake Worth Road.

Target Amendment

A request by the owner for a variance (BA-16-06) and two special exception requests to allow a fast food restaurant with drive-thru (SE-16-04) and a retail tire discount store (SE-16-05) and a site and development plan (SP-96-01C) approval to construct a fast food restaurant and a tire discount retail store. The existing Target site is located at 5900 Lake Worth Road. (Scheduled for the LDS review meetings on December 8 and December 15, 2016)

ZTA-16-04

A city-initiated request for a text amendment to revise the Sign Code based on comments from the City Council workshop on October 24, 2016.

ZTA-16-05

A city-initiated request for a text amendment to revise Building heights based on comments from the City Council workshop on October 24, 2016.

CURRENT PLANNING CASES

4450 South Jog Road

A request by the owner for an annexation (ANX-16-04) of 1 parcel of land totaling approximately 0.85 acres, a change in the future land use designation (CPA-16-06) from Palm Beach County Low Residential 1 (LR 1) to City Commercial (CM), and a zoning change (ZC-16-03) from Palm Beach County Single Family Residential (RS) to City Commercial General (CG). The site is located on the east side of S. Jog Road approximately 350 feet south of Pine Avenue at 4450 South Jog Road. (Awaiting receipt of response to LDS comments of September 13, 2016)

NW Corner of Chickasaw & Jog Road

A request by the owner for a voluntary annexation (ANX-13-03) of 2 parcels of land totaling approximately 0.47 acres, along with a change in the future land use designation (CPA-13-04) from Palm Beach County Low Residential 3 (LR 3) to City Mixed Use (MU) and a zoning designation change (ZC-13-04) from PBC Agricultural Residential (AR) to City Mixed Use Development-Office (MXD-O). The site is located on the northwest corner of Chickasaw Road and S. Jog Road. (Staff review)

ANX-08-01

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

Bethesda Tabernacle

A request by the owner for a variance (BA-15-07), a request for a site and development plan approval (SP-99-04A) to modify the previously approved site plan to add additional offices, and a special exception (SE-15-05) to expand the existing House of Worship use and add a school facility at 4901 Lake Worth Road by demolishing the existing building and constructing a new building to the north. (Awaiting traffic report to meet sufficiency for review)

CIE Update (CPA-16-03)

A request by the Planning & Engineering Department to amend the Capital Improvement Element of the Comprehensive Plan to reflect the City's revised Capital Improvement Program, the County's revised 5-Year Road Plan, the Palm Beach County Water Utilities Department's updated Water Supply Work Plan, and the latest Capital Improvement Plan of the School District of Palm Beach County. (Staff review)

CPA-16-05

A request by the Planning & Engineering Department for amendments to implement the new coordinated school planning agreement. (Staff review)

EAR Based Amendments (CPA-15-08)

A request by the Planning & Engineering Department to revise elements of the Comprehensive Plan to implement the findings of the City's adopted Evaluation and Appraisal Review. (Transmitted to the State Division of Community Development and Other Reviewing Agencies on September 13, 2016)

Ministries in Bethel

A request by the owner of the existing child care center / preschool at 3950 S. 57th Avenue in the Commercial Intensive (CI) zoning district for a Special Exception (SE-16-01) and Site Plan (SP-84-12A) to construct an approximately 6,940 square foot House of Worship for Ministries in Bethel. (Staff Review)

RaceTrac Market

A request by WGI, agent for the owner, for site and development plan (SP-16-02) approval to construct a 5,589 sq. ft. convenience store with 8,773 sq. ft. gas canopy with 16 fuel dispensing points, 36 parking spaces and two access points, one from Lake Worth Rd and one from Sherwood Forest Blvd.; also a variance (BA-16-05) from the separation criteria Section 16-499(19a) (1,500 feet required) from a similar use; the two sites are separated by approximately 1,409 ft. The site is located at the northwest corner of Lake Worth Rd and Sherwood Forest Blvd. at 6025 Lake Worth Rd (former Walgreens). (The variance is scheduled for the Zoning Board of Adjustment & Appeals meeting on November 29, 2016.)

River Bridge Center Expansion (Proposed Ross Loading Dock)

A request by Bohler Engineering, agent for the owner, for a site plan amendment approval (SP-85-12MM) to modify the previously approved site plan to construct a 455 square foot expansion on the rear facade of the building for a loading area, which requires the abandonment a 20-foot utility easement (AB-16-02). The proposed changes are requested to accommodate a Ross Department Store in River Bridge Center. The site is located at 6812 Forest Hill Boulevard. (Staff review)

Text Amendment

Zoning Text Amendment (ZTA-16-03)

A request for a one-year moratorium on the submittal, processing and issuance of requests or approvals involving uses related to medical cannabis in order that appropriate zoning regulations can be researched and enacted. (Staff review)

Residential

Bowman Pines

Plat application received on June 9, 2015 and comments received from Craven Thompson on June 30, 2016 and August 18, 2015. The project did not move forward pending a contract for sale to DR Horton. The contract closed and the Plat was re-submitted on November 18, 2016 and sent to Engineering for review.

Harvest Pines

Plat for this 35-unit single-family residential development and acceptance of park site deed were approved at the City Council meeting on April 20, 2015 and engineering permit was subsequently issued. Site civil engineering work is complete. Perimeter landscape buffer installation is underway. Construction is underway in the subdivision and 21 Certificates of Occupancy have been issued.

Las Ramblas

Plat application received on October 19, 2016 and comments received from Craven Thompson on October 28.

Pine Grove Farm

Except for 2 vacant lots, all work has been completed.

Reserve at Summit

Plat for this 73-unit single-family residential development was approved at the July 6, 2015 City Council meeting and engineering permit and clearing permit have been issued. Site clearing and stormwater drainage, installation of water and sewer piping, internal roads, and the sales model are complete. Construction of homes is underway in the subdivision and 28 Certificates of Occupancy have been issued. The project is limited to 37 Certificates of Occupancy prior to completion of the Recreation parcel, which is anticipated to be complete in January 2017.

Verona Estates

Site development and all offsite work (Nash Trail) are complete. The sales model has been removed and 52 Certificates of Occupancy have been issued, and the remaining unit (1) is complete, but not certified. The 10% maintenance bond for the project has been released and the file is in the process of being closed-out.

Commercial

Braman Honda

Revised replat under review. Vehicle storage lot construction is complete. Permit application for the recently approved service department expansion (SP-97-06G) received and under review.

Church of God 7th Day

Building permit and engineering permit are issued. Construction is underway.

Commons at Swain

Building, parking and landscaping complete except for north buffer fence which was the subject of a variance request.

Family Dollar

Plat was approved on July 18, 2016 and building permits issued. Site work is underway.

Greenacres Nissan

Developer closed on purchase of the property on October 21, 2015. Plat approved on May 16, 2016 and engineering permit issued immediately thereafter. Building permit issued July 7, 2016. Site and building construction are underway.

Jog Professional

Sewer installation complete. Building and engineering permits issued. Preconstruction meeting with contractor and City staff held on March 20, 2016. Building construction is well under way, with roof trusses and sheathing installed.

Soma Medical Center

Engineering permit application under review.

Shirdi Sai Baba Temple

Building, engineering, and County road permits issued. Installation of utilities and drainage is underway as well as the building walls and roof. Site buffer wall is complete. Reconstruction of Raulerson Drive (access road to Temple) has begun, with drainage and some of the sidewalk installed.

Wawa

Engineering permit application received and under review. Plat application received on July 19, 2016. Comments letter sent to applicant on August 24, 2016. Revised plat received on September 20, 2016 and comments sent to applicant on September 22, 2016. Applicant responded on September 23, 2016 (Plat approved on October 17, 2016). A demolition permit was issued for the site and construction activity is underway.

Capital Improvements

Community Center Expansion

Project was advertised for bids on June 28, 2015. Bids were received on July 29, 2015 and City Council awarded the project to Sisca Construction Services, LLC on September 3, 2015. The project is substantially complete. Punch list work is underway.

Original Section Drainage Improvement

An engineering study of existing conditions and potential improvements was completed. The project was divided into 6 phases and is being funded in part with Community Development Block Grant Funds. The first phase of improvements (First Street between the E-3 Canal and Swain Boulevard) has been completed. Bid Proposals were received on March 30, 2016 for Phase 2 (alleys in the southwest quadrant). The City Council awarded the project to Johnson Davis on June 6, 2016, with Notice to Proceed issued on June 8, 2016 and contract start date was June 15, 2016. Completion of construction has been delayed pending actions required by FPL which they are presently trying to schedule.

Public Safety Building Renovation

This project provides for the renovation of 2995 South Jog Road in Phase 1 to modify building access to address effects of the contract with PBSO for law enforcement services and in Phase 2 to adapt the former dispatch center to meet Fire Department functional needs. Due to the cost of the work, a competitive bidding process was required. Phase I of the project is completed. Construction bid documents are being prepared for the Fire Department renovation (Phase 2).

FY 2017 Data:

	CURRENT PERIOD	FY 2017 TO DATE	FY 2017 BUDGET
Annexations	0	0	2
Comprehensive Plan Amendments	0	0	5
Zoning Changes	0	0	5
Special Exceptions	2	2	5
Site Plans	0	0	5
Site Plan Amendments	4	4	15
Variances	0	0	4
Zoning Text Amendments	1	1	2

	CURRENT PERIOD	FY 2017 TO DATE	FY 2017 BUDGET
Landscaping	30	30	182
Zoning	14	14	95
Engineering	11	11	92

CITY OF GREENACRES

INTEROFFICE MEMORANDUM

#2016.11LN4.03

TO: Andrea McCue, City Manager
FROM: Carlos Cedeño, Public Works Director
RE: Public Works Department Report
DATE: November 18, 2016



Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of October 1, 2016 through October 31, 2016.

1. ADMINISTRATION:

- a. Implemented Departmental Hurricane Preparedness Plan for pre, during and post recovery activities for Hurricane Matthew.
- b. Coordinated Jog Road Median Landscape Enhancements kick off meeting.
- c. Director attended *Customer Service Workshop for Public Sector Employees* provided by Florida Institute of Government.
- d. Coordinated meeting with Advance Disposal's General Manager to discuss City-wide solid waste, vegetation and recycling issues.
- e. Director participated in national Read for the Record campaign.

ACTIVITY	COMMENTS	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Citizen Requests Processed	(2) WebQA, (26) recycling bins, (2) general requests, (6) complaints	36	36	225

2. ROADS AND DRAINAGE MAINTENANCE

- a. New Maintenance Worker I employees attended *Sunshine 811 Pipeline Training*.
- b. Supervisor attended monthly NPDES Steering Committee Meeting.
- c. Coordinated completion of striping of Community Center parking lot and north parking lot (CIP Project # 198).
- d. Installed parking stops at Community Center parking lots.
- e. Completed pre and post storm inspections Citywide.

ACTIVITY	COMMENTS	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Maintenance of Traffic Control Signs (1,187)	Re-installed (1) <i>STOP</i> sign, replaced (1) <i>STOP</i> sign, installed (4) <i>Yield</i> & (4) <i>Chevrons</i> in roundabout, installed (1) <i>Pedestrian Crossing</i> sign	11	11	N/A
Maintenance of Street Name Signs (493)	Replaced (2) S. 38 th Ct, (2) S. 55 th Ave, and (1) <i>Toga Way</i> signs	5	5	N/A
Medians Maintained (72)	Jog Rd, 10 th Ave N., Forest Hill Blvd., Lake Worth Rd., 57 th Ave.	7	7	N/A
Canal Maintenance (A & B Canals)	1 Mile	2	2	N/A
R-O-W Litter Removal	City Streets	2	2	N/A
R-O-W Landscape Maintenance	City Streets	2	2	N/A
Stormwater Inlets, Outfalls, Control Structures, & Manholes Maintained (632)	Pre-storm inspection & clearing debris from inlets Citywide	1	1	114
Alleyway Maintenance	5.56 Miles	1	1	N/A
Underground utility locate ticket requests	N/A	49	49	550

3. VEHICLE MAINTENANCE

- a. Supervisor attended *Customer Service Workshop for Public Sector Employees*.
- b. Completed pre and post storm preparations for Hurricane Matthew.

ACTIVITY	COMMENTS	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Inspections	(5) Fuel storage tanks, (6) generators, (1) hazardous materials inspection at Fire Rescue Station 94/PBSO District 16	20	20	N/A
Repair Orders Completed	(13) Fire & Medic trucks, (12) Public Works trucks, (1) Building truck, (2) Finance van, (2) Engineering vehicle, (43) small engine equipment, (1) L.S. truck, and (4) L.S. buses	78	78	800
Preventive Maintenance Performed	(1) Fire & Medic truck and (2) Finance van	3	3	190
Service Calls	(3) Fire & Medic trucks	3	3	N/A

4. BUILDING SERVICES

- a. Completed pre and post storm preparations for Hurricane Matthew.
- b. Coordinated annual building fire extinguisher inspections.
- c. Performed quarterly preventative maintenance on air compressors.
- d. Performed quarterly preventative maintenance and repairs on 17 public buildings.
- e. Staff attended *Customer Service Workshop for Public Sector Employees*.

ACTIVITY	COMMENTS	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
HVAC Systems (36) Repairs	(6) City Hall	6	6	N/A
Monthly PM for Interior Lights	17 Buildings	23 bulbs	23	N/A
Monthly PM for (17) Buildings	Includes inspection and replacement of A/C filters, flags, fire sprinkler gauges, battery recycling and rust removal from irrigation	1	1	12
Work Orders Completed	17 Buildings	52	52	1,000

5. PARKS MAINTENANCE

- a. Completed pre and post storm preparations for Hurricane Matthew.
- b. Crew Leader attended *Customer Service Workshop for Public Sector Employees*.
- c. Assembled and set up new furnishings for Community Center expansion project.
- d. Set up Community Center for grand opening.
- e. Assisted Leisure Services with Fall Fitness Festival.
- f. Installed sidewalk at Community Hall.

ACTIVITY	QUANTITY	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Mowing Public Building Grounds	11.7 acres	4	4	36
Mowing of Parks' Grounds	66.5 acres	4	4	40
Mowing of Sports Turf	15 acres	12	12	90
Athletic Fields (11) Maintained and Prepped	Ballfield, Soccer, Football	97	97	N/A
Athletic Courts (26) Maintained	Tennis, Basketball, Racquetball, Shuffleboard, Volleyball	5	5	N/A

ACTIVITY	QUANTITY	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Parks and Buildings Litter Removal	92 acres	14	14	N/A
Trees in parks and building grounds maintained (4,483)	Trimmed (3) Live Oaks, (2) Laurel Oaks, (34) Sabal Palms and (2) Foxtail Palms at IVB Complex, and (2) Maples and (3) Slash Pines at Community Park	46	46	897
Playground Areas Maintained (15)	N/A	14	14	N/A
Parks and Playground Safety Inspections	15 Playground areas, 13 Parks, 11 Athletic Fields, & 9 Public Buildings	1	1	12
Community Events Assisted	Employee Luncheon	1	1	13

6. DEPARTMENT OF CORRECTIONS WORK SQUAD

- a. Assisted Parks Division with moving furniture at Community Center.

ACTIVITY	COMMENTS	10/01/16 – 10/31/16	FISCAL YEAR TO DATE	FY2017 BUDGET
Canal Maintenance	(1) A Canal, (1) B Canal	1	1	N/A
Landscape Maintenance	Harwich & Ramblewood Holding Areas	1	1	N/A
Landscape maintenance	Community Park	2	2	N/A
Landscape maintenance	Freedom Park	2	2	N/A
Landscape maintenance	Municipal Complex	2	2	N/A
Work Squad Total Hours Worked	5 inmates for 10 days	300	300	Estimated 5,500 hr/yr